

STATE OF LOUISIANA
**DEPARTMENT OF PUBLIC SAFETY &
CORRECTIONS - YOUTH SERVICES**

**REQUEST FOR PROPOSALS
FOR
HEALTH SERVICES**

RFP #: 403PURHS1

**PROPOSAL DUE DATE/TIME: JUNE 28, 2013 AT
4:30PM CDT**

APRIL 15, 2013

LAST REVISED 04/07/2013

TABLE OF CONTENTS

To update the Table of Contents, right click the mouse and select Update Field or press F9 on the function keys.

1	GENERAL INFORMATION	1
1.1	Purpose.....	1
1.2	Background	3
1.3	Scope of Services	4
2	ADMINISTRATIVE INFORMATION	4
2.1	Term of Contract.....	4
2.2	Proposer Inquires.....	4
2.3	Letter of Intent.....	5
2.4	Mandatory Site Visits.....	5
2.5	Definitions.....	5
2.6	Schedule of Events	8
3	PROPOSAL INFORMATION	9
3.1	Minimum Qualifications of Proposer	9
3.2	Determination of Responsibility	10
3.2.1	Right to Prohibit Award.....	10
3.3	RFP Addenda.....	10
3.4	Waiver of Administrative Informalities.....	11
3.5	Proposal Rejection/RFP Cancellation.....	11
3.6	Withdrawal of Proposal	11
3.7	Subcontract Information	10
3.8	Ownership of Proposal.....	11
3.9	Proprietary Information.....	11
3.10	Cost of Preparing Proposals.....	11
3.11	Errors and Omissions in Proposals	11
3.12	Contract Award and Execution.....	11
3.13	Code of Ethics.....	12
4	RESPONSE INSTRUCTIONS.....	12
4.1	Proposal Submission.....	12
4.2	Proposal Format	13
4.3	Cover Letter	13
4.4	Technical and Cost Proposal.....	13
4.5	Certification Statement	14
5	PROPOSAL CONTENT.....	14
5.1	Executive Summary.....	14
5.2	Corporate Background and Experience	14
5.2.1	Veteran/Hudson Small Entrepreneurship Program Participation.....	15
5.3	Proposed Project Staff.....	16
5.4	Approach and Methodology.....	17
5.5	Proposal Checklist	21
5.6	Cost Information	22
6	EVALUATION AND SELECTION	24
6.1	Evaluation Team.....	24

6.2	Administrative and Mandatory Screening.....	24
6.3	Clarification of Proposals.....	24
6.4	Oral Presentations/Discussions	24
6.5	Evaluation and Review.....	25
6.6	Announcement of Contractor.....	27
7	SUCCESSFUL CONTRACTOR REQUIREMENTS.....	27
7.1	Corporation Requirements.....	27
7.2	Billing and Payment.....	28
7.3	Confidentiality.....	28
	ATTACHMENT I: SCOPE OF SERVICES	29
1	Overview.....	29
2	Tasks and Services.....	29
3	Deliverables	29
4	Functional Requirements	51
5	Technical Requirements.....	45
6	Project Requirements	59
	ATTACHMENT II: CERTIFICATION STATEMENT	65
	ATTACHMENT III: SAMPLE SERVICES CONTRACT.....	66
	ATTACHMENT IV: SAMPLE BOARD RESOLUTION.....	77
	ATTACHMENT V: DISCLOSURE OF OWNERSHIP	78
	ATTACHMENT VI: COST PROPOSAL	79
	ATTACHMENT VII: COST PROPOSAL SUMMARY	84

1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (herein referred to as YS or the State) for the purpose of selecting a contractor to provide on-site health services to include medical, dental and mental health, and related support services for youth in the custody of the Youth Services (YS) at four secure centers located in the following cities in Louisiana; New Orleans, Baton Rouge, Monroe, and Columbia. Additionally, YS seeks comprehensive off-site hospital and specialty health care services.

Louisiana's public health system, previously operated by Louisiana State University's medical community, is currently undergoing radical changes. Historically, this health system consisted of ten hospitals and various specialty clinics throughout the state served as the principal source for offender care. However, the state is in the process of removing most of LSU's responsibility and moving toward partnering with community hospitals.

Current state law, which obligates state and local correctional facilities to utilize the public hospital system, will soon become obsolete. Any remaining LSU hospitals and clinics, although ultimately will diminish in size and/or capacity, might still become a part of a contracted network to serve state and local offenders. This transformation is anticipated to be completed sometime during 2013.

Essentially, through this RFP, YS seeks one proposal with two options whereby the one option describes how the respondent will directly provide on-site primary health care, emergency care, off-site hospitalization, and off-site specialty health care. The second option will evidence the respondent's capacity to provide on-site primary health care while coordinating with the state's new prison health care model to ensure accessibility to emergency services, off-site specialty care and hospitalization.

If a suitable offer is made in response to this RFP, Youth Services may enter into a contract to have the selected proposer perform all or part of the work. The provision of services is primarily provided on-site at the four secure centers for youth. Specialized services may be provided through agreements with area providers such as hospitals, clinics, medical specialists, laboratories and other specialized providers.

Services to be provided are described in Attachment I, Scope of Services. This section only gives a summary of that work. If there is any inconsistency between this summary and the Attachment I: Scope of Services which provides the description of the work, the Attachment 1. Scope of Services will govern.

(1) Health services must be provided in a manner which meets established standards of the American Correctional Association (ACA), the LA YS, and all federal, state, and local laws: The Proposer must define a system to provide for all of the following aspects of health care:

- a. On-site primary and preventive health services, mental health counseling and treatment, dental services, 24/7 nursing staff, pill call, and sick call.
- b. Off-site Specialty care as requested by primary care physicians or dentist;

- c. Emergency medical care as requested by health care staff;
- (2) On-site Mental/Behavioral Health Services:
- a. All psychiatric and mental health services.
 - b. All mental health emergency room, outpatient, and inpatient hospital care.
 - c. All mental health on or off-site specialty referrals.
 - d. Therapeutic and diagnostic ancillary services as listed under “medical services” when these are ordered as a part of the mental health delivery process.
 - e. Substance treatment services.
- (3) The successful proposer must provide the following administrative functions:
- a. Attendance at monthly contract overview meetings;
 - b. Attendance at relevant institution weekly directors meetings;
 - c. Attendance at relevant statewide meetings;
 - d. Incident reporting in compliance with policies and procedures set forth by YS;
 - e. Monthly staffing reports including hours worked by staff by position, staff vacancies, and recruitment efforts;
 - f. Designated Health Services Administrator for each facility;
 - g. Reports generated from quality assurance meetings;
 - h. Monthly health care services reports; and
 - i. Monthly pharmaceutical and therapeutic meetings.
- (4) Proposer must maintain an open, collaborative relationship with YS Central Office administration, YS Health Services Director, correctional facility director, and staff.
- (5) Proposer must operate the health services program in a humane manner with respect to youths’ right to appropriate health care services.
- (6) Access to Health Care: The proposer shall describe how it intends to provide unimpeded access to care that meets the medical, dental, and mental health needs of the youth.
- (7) Youth Grievance Mechanism: The proposer will utilize the YS policies and procedures in dealing with youth complaints regarding any aspects of the health care delivery system.
- (8) All nonproprietary records kept by the Contractor pertaining to the contract or to services provided under the contract, including but not limited to those records specifically mentioned in the RFP or the contract, shall be made available to YS for lawsuits, monitoring or evaluation of the contract, and other statutory responsibilities of YS and/or other State agencies, and shall be provided at the cost of the Contractor when requested by YS during the term of the contract or after termination of the contract for the period specified.

1.2 Background

Mission

Youth Services protects the public by providing safe and effective individualized services to youth, who will become productive, law-abiding citizens.

Vision

Youth Services is a quality system of care which embraces partnerships with families, communities and stakeholders to assist youth in redirecting their lives toward responsible citizenship.

OJJ operates four (4) 24-hour secure facilities for males: Swanson Center for Youth at Columbia, near Monroe, Jetson Center for Youth in Baker, near Baton Rouge, and Bridge City Center for Youth in Bridge City, near New Orleans.

The Youth Services is soliciting proposals to provide health services at the following four (4) secure centers for male youth:

1. Bridge City Center for Youth

3225 River Road

Bridge City, Louisiana 70094

2. Jetson Center for Youth

15200 Old Scenic Highway (at US Hwy 61)

Baton Rouge, Louisiana 70874

3. Swanson Center for Youth

4701 South Grand Street

Monroe, Louisiana 71202

4. Swanson Center for Youth at Columbia

132 Highway 850

Columbia, Louisiana 71418

Youth Centers	Location	Type	Custody Level	Facility's Maximum Capacity 2013
Bridge City Center for Youth	Bridge City, LA	Male	Secure	132
Jetson Center for Youth	Baton Rouge, LA	Male	Secure	99

Swanson Center for Youth	Monroe, LA	Male	Secure	112
Swanson Center for Youth at Columbia	Columbia, LA	Male	Secure	48

1.3 Scope of Services

Attachment 1 details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about *September 1, 2013* and to continue through *August 31, 2016*. The State has the right to contract for up to three years upon approval

2.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Marvel Adams, RFP Coordinator

Youth Services

Mailing Address: P. O. Box 66548, Audubon Station

Baton Rouge, LA 70896-6548

Physical Address: 7919 Independence Blvd.

State Police Building, First Floor

Baton Rouge, LA 70806

Phone: (225) 287-7953

Fax: (225) 287-7992

Email: Marvel.Adams@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by June 3, 2013, no later than 4:30p.m. CST as specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by *June 14, 2013* at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> as well as, <http://www.ojj.la.gov>.

Only Marvel Adams has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.3 Letter of Intent

Any company interested in submitting a proposal to provide the services described in the RFP must submit a letter of intent to propose. This letter should be addressed to Marvel Adams, RFP Coordinator, and shall be mailed, hand-delivered, or faxed to the address listed in Section 2.2 above. This letter must be received no later than 4:30 pm CST on **May 1, 2013**. Any company that fails to provide a letter of intent to propose will not be considered for award of the contract.

2.4 Mandatory Site Visits

Mandatory site visits will be held at each of the youth centers as noted in Section 2.6 – Schedule of Events. The purpose of the site visit is to allow proposers to tour the facility, the infirmary and office space available for occupancy. Proposers intending to submit a proposal must have at least one duly authorized representative attend the site visits.

Although impromptu general questions will be permitted and spontaneous answers may be provided where possible during the site visits, answers provided as a result of verbal discussion shall not be binding on the YS. Only written communication and clarification from the RFP Coordinator shall be considered binding. The only official answer or position of YS will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing even if an answer has already been given to an oral question. All questions once submitted in writing by the due date will be researched and the official response will be posted as an addendum to the YS website at www.ojj.la.gov and to the State of Louisiana Procurement and Contract Network (LaPAC) at <http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

2.5 Definitions

Table 1 Definitions

Agency	Youth Services
ACA	The American Correctional Association is a not-for-profit correctional association that maintains a voluntary accreditation program for juvenile facilities that meet its published standards.
Accreditation	Award given by American Correctional Association signifying compliance with the required number of standards in its Juvenile Health Care Performance Based Standards and Expected Practices and Outcome Measure.
Alternative Services	Description of items or activities that may be added or deleted from the scope of the Contractor's work.
BCCY	Bridge City Center for Youth

Contractor	A firm or individual who is awarded a contract.
CHP	Contracted Health Care Provider
EMR/EHR	Electronic Medical Record/Electronic Health Record
HCRF	Health Care Request Form
HCSD	Health Care Service Delivery
HSU	Health Services Unit
Implementation	The successful transition to the point of full service/operation as specified in the contract resulting from this RFP.
Installation	The delivery and physical setup of products or services requested in this RFP.
JCY	JCY
LSU	Louisiana State University
Medical Staff	Licensed MD, DO, DDS, Physician Extenders (Nurse Practitioners, Physician Assistants) Registered Nurses
Mental Health Staff	Registered or Licensed Ph.D., MSW, MA, MD, DO, Behavioral Clinician (BC) or RN/LPN
Mental Health Professional	Licensed Clinical Social Worker, Licensed Professional Counselor, Psychologist, Psychiatrist
Monitor/Program Specialist	An agency employee assigned to review program effectiveness, compliance with contract provisions and accepted standards and public policy or state law; assists in staff development and provides technical assistance to support quality and compliance, as needed. Review and approve vendor's invoices.
NV	The "Network Vendor", the vendor that provides off-site services and coordinated management of off-site care.

OJJ	Office of Juvenile Justice
Outcomes	The desired impact and effectiveness of the service on the client; must be measurable and observable.
PREA	Prison Rape Elimination Act
Products	Tangible goods or manufactured items as specified in this RFP.

Proposal	A response to an RFP.
Proposer	A firm or individual who responds to an RFP.
Provider	The terms “Proposer”, Contractor”, and “Sub-Contractor” are also used to mean provider.
Qualified Health Care Staff	All licensed or registered health care providers.
Region	An organizational subdivision of Youth Services with a defined geographical area.
RFP	A request for proposals.
SCY	Swanson Center for Youth
SCYC	Swanson Center for Youth at Columbia
Services	Work to be performed specified in RFP.
Shall, Must, or Will	Denotes mandatory language, a requirement that must be met without alteration.
Should, Can, or May	Denotes desirable, non-mandatory language.

SOAP Charting	Subjective, Objective, Assessment, and Plan as nurse documentation on patient care.
SOM	Sex Offender Management.
Specialty	A medical professional area of expertise such as ophthalmology, surgery, oncology, gynecology, cardiology, etc.
Staffing Levels	The required or allocated number of staff at a facility.
Standard Operating Procedures (SOP)	Youth Services has posted its Standard Operating Procedures For All Contract Providers at http://www.YS.LA.gov. Additional definitions can be found in the SOP document.
Standards	Recognized promulgated acceptable levels of quality care.
State	Agencies, departments, offices, boards, commissions and other governmental entities within or reporting to the Executive, Legislative and Judicial branches of Louisiana government including, but not limited to Youth Services, the Legislative Auditor, Division of Administration, Office of Contractual Review.
UM	Utilization Management.
Youth	For the purposes of this contract, a young person adjudicated delinquent of Families in Need of Services and placed in the custody or under the supervision of Youth Services.
YS	Youth Services

2.6 *Schedule of Events*

Event

Advertise RFP and mail public announcements
Deadline for Letter of Intent
Site Visits – Bridge City Center for Youth
Site Visits – Jetson Center for Youth

Date

April 15, 2013
May 1, 2013
May 21, 2013 by 9:00 a.m. CDT
May 22, 2013 by 9:00 a.m. CDT

Site Visits – Swanson & Columbia Center for Youth	May 23, 2013 by 9:00 a.m. CDT
Deadline for receipt of written inquiries	June 3, 2013 by 4:30 p.m. CDT
Issue responses to written inquiries	June 14, 2013 by 4:30 p.m. CDT
Deadline for receipt of proposals	June 28, 2013 by 4:30 p.m. CDT
Proposal Presentations	July 16, 2013
Announce award of contractor selection	July 19, 2013
Contract Negotiations	July 22, 2013
Contract execution CDT	September 1, 2013 by 12:00 a.m.

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 *Minimum Qualifications of Proposer*

Proposers must meet the following minimum qualifications:

- a. The Proposer must demonstrate the ability to provide a system of technical and medical support, as well as professional staff development.
- b. The Proposer must demonstrate recruiting and retention capabilities.
- c. The Proposer must have experience with proven effectiveness in administering a health program in a correctional facility for youth.
- d. The Proposer must demonstrate the ability to process and handle bill payment services with a history of timely bill payments to current subcontractors and Vendors.
- e. The Proposer must be able to achieve and maintain ACA Accreditation at the start of the contract.
- f. The Proposer is obligated to adopt and comply with current PREA Standards and ACA Juvenile Facility Standards.
- g. The Proposer must identify all current contracts.
- h. The Proposer must include a description of all legal action – pending or filed in the past five years – that resulted in a decision against the proposer, or any legal action against any other company that has occurred as a result of a business association with the Vendor.
- i. Identify contracts that the Proposer has terminated in the last three (3) years.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

- The organization must have the financial resources to operate for ninety (90) days as demonstrated by an audited financial statement prepared by a Certified Public Accountant. Proposer must submit an audited annual financial statement (compilation report is not acceptable) for the Accounting Period 2009 - 2011.
- If the organization is new or is otherwise unable to provide an audited financial statement, the proposal must clearly indicate WHY the proposer cannot provide an audited financial statement. The current financial circumstances of the organization may then be demonstrated by submitting the organization's current balance sheet containing current assets and current liabilities. Financial resources will be measured as follows:
- Current Assets – Current liabilities or an available line of credit documented by a financial institution must equal no less than 25% of the annual operating cost of the program proposal submitted.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and <http://www.ojj.la.gov>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontract Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 *Cost of Preparing Proposals*

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 *Errors and Omissions in Proposal*

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 *Contract Award and Execution*

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 10 days or if the selected Proposer fails to sign the final contract within 10 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 *Code of Ethics*

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

By submission of a proposal, the Proposer certifies that in conjunction with this proposal:

- The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for restricting competition as to any matter relating to such prices with any other Proposer.
- No attempt has been made or will be made by the Proposer to induce any other Proposer to submit a proposal for restricting competition.
- The contents of the proposal are the original creation of the proposer and have not been copied from other proposals. Any proposal that is determined to have been duplicated from another proposal without the written permission from the author of the original proposal will immediately be disqualified.

Please note that the above is not intended to limit collaboration between service providers that increase the continuum of services or the availability of service delivery.

4 RESPONSE INSTRUCTIONS

4.1 *Proposal Submission*

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Name of RFP Coordinator:	Marvel Adams
State agency:	Youth Services
Address:	P. O. Box 66458, Audubon Station Baton Rouge, LA 70896-6548

For courier delivery, the street address is 7919 Independence Blvd., State Police Building, First Floor, Baton Rouge, LA 70806 and the telephone number is 225-287-7953. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that (1) original and (3) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal must contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 *Proposal Format*

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

The original proposal must contain original signatures and shall be clearly marked or differentiated from the other copies of the proposal.

Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Contractor(s)' claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Proposer(s) may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All of the pages, except for the printed technical inserts, must be sequentially numbered. Any material

deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information in order, as stated below:

1. Cover Letter
2. Certification
3. Contractor(s) Disclosure of Location of Services and Data
4. Contractor(s) Profile
5. Contract Performance
6. Staffing Plan (Clinical, Administrative, and Personnel Services)
7. Work Plan (with timeline)
8. Support Requirements
9. Cost Summary
10. Conflict of Interest
11. Payment Address
12. Proof of Insurance
13. W-9 Form
14. Personnel Profile Summary
15. Potential Problem Areas and Recommended Solutions
16. Minimum Financial Requirements

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment III Sample Contracts,

and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

The proposer should provide copies of all required licenses and certifications, if they have already been obtained.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. The Proposer should have experience and proven effectiveness in administering a health program in a correctional facility for youth in a state government. It is highly desirable that the proposer has experience providing these services in the State of Louisiana. The Proposer should have experience with achieving and maintaining ACA Accreditation in Juvenile Facilities. The Proposer should identify all current contracts in the United States that it holds for providing similar services.

If subcontractors are proposed to be used in performing services, the proposer should provide information regarding the subcontractors' experience and qualifications to provide the services proposed. The proposer should also provide letters of commitment from the subcontractors.

The Proposer should demonstrate the ability to process and handle bill payment services with a history of timely bill payments to current subcontractors and vendors.

The proposer must identify any lawsuits or other legal proceedings against the proposer, which pertain to any of the services or materials, which are part of the proposal. The proposer must attach a copy of such as lawsuits or notice of legal proceeding, and specify the current status of, any such proceedings. The Proposer should include a description of all legal action – pending or filed against it in the past five years – that resulted in a decision against the Proposer, or any legal action against any other company that has occurred as a result of a business association with the Proposer. The proposer should also identify contracts that the Proposer has terminated in the last three (3) years.

The Proposer should demonstrate recruiting and retention capabilities and plans.

5.2.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small

entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurialships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurialships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurialships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurialships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurialships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://www.wprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes. The proposer's staffing plan should contain the following:

1. The number of staff and number of hours/days proposed in meeting the work requirements.

2. A proposed table of organization governing on-site operations at the four YS secure facilities. The table should reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site.

3. Description of past and current ability to plan and staff a program of similar scope.

4. A list of names of the program administrator and clinical and support staff members. The proposer should provide a description of the role of each key staff member, and a resume for each key staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. It is preferred that the physician who is proposed have experience in treating youth on-site at a correctional facility.

5. The information for each key staff member should be in the form of a resume containing education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person relative to this contract, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If subcontractor personnel will be used, the proposer should clearly identify these persons and provide the same information requested above for the proposer's personnel.

Also, proposers should include the following information:

- Describe administrative and programmatic staffing patterns, and provide rationale
- Describe staff orientation and in-service training for proposed program
- Organizational chart
- Job Descriptions

The qualifications of proposer's personnel are material to YS' evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The proposer shall not propose

personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity.

If proposer is selected for award, the proposer shall have all key personnel hired by the commencement of the contract.

5.4. Approach and Methodology

Youth who are referred to secure custody of Youth Services typically present a wide range of difficult emotional and behavioral challenges. Therefore, proposers responding to this RFP should demonstrate expertise and willingness to work with these youth. The proposal should describe specific treatment modalities for the varying needs of secure care youth.

YS expects this contract to serve all referred youth. Treatment interventions should address moderate to severe behavioral/emotional problems, escape behavior, sexual offenses, physical aggressiveness and low intellectual functioning. The proposal should detail how the provider will serve these different populations.

The Proposer should demonstrate the ability to provide a system of technical and medical support, as well as professional staff development. The proposer should define a system that will provide all of the aspects of health care as described in the RFP. The proposer should describe how it intends to provide unimpeded access to care that meets the medical, dental, and mental health needs of the youth. Because YS prefers to minimize the need for youth to travel off-site for services, the proposer should describe how the proposer will incorporate these expectations into the care delivery plan. Proposers are encouraged to collaborate with other service providers to increase the continuum of services or the availability of service delivery.

YS encourages responses that demonstrate a thorough understanding of the scope of work and what is required by the proposer to satisfactorily provide services described in the RFP. To this end, the proposers should submit for this section of the Proposal a work plan that will be used to create a consistent, coherent management plan of action that will be used to guide the contract. The work plan should include detail sufficient to give the YS an understanding of the proposer's knowledge and approach. Specifically, the proposer should fully describe its approach, methods, and specific work steps for doing the work and producing at the level of the contract's performance standards. YS encourages responses that demonstrate a thorough understanding of the nature of the work and what the proposer should do to get the work done well. The proposer should also provide a complete and detailed description of the way it will do the work that addresses all areas of concern.

YS seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the proposer would be prepared to quickly undertake and successfully complete the required tasks. The proposer's work plan should clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan should be consistent with the Work plan). After award, the Work Plan will become the Contractor(s) master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan should be as complete as possible at the time of submission. It should:

1. Describe the proposer's organization(s) and management structure responsible for fulfilling the Contract's requirements.

2. Describe the methodologies, process, and procedures the proposer's organization(s) would follow to do the work.
3. Define the proposer's quality review process and describe how communication and status review will be conducted between all parties. The proposer should also describe how it will implement and maintain a continuous quality improvement program (Quality Assurance Program) that incorporates clinical and non-clinical findings from the various committees and management reports. In addition, the proposer should describe how the program will review additional issues based upon frequency of occurrence and severity of impact. The proposer should describe how they will incorporate the program with existing committees and the flow of information from facility to Central Office. The proposer should describe the process that will be followed to achieve consensus regarding appropriate screens. The proposer should describe how it will develop and implement plans to address findings. Proposers should define their peer review processes.
4. Describe the work reporting procedures required for the successful completion of the work.
5. Address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.
6. Describe the process that will be used so that service list status "follows" the offender to a new facility when youth are transferred between facilities.
7. The Proposer should include a description of the methods through which EKG services will be provided to each YS facility.
8. The Proposer should describe how it will make optometry services available at each facility.
9. **Each proposer should include a description of its utilization review and approval process.** The proposer should describe, in detail, the process and criteria used in the Utilization Management Program.
10. The proposer should describe how the oversight and coordination program will be managed.
11. YS requires a paperless health record. Proposers shall submit proposals that include a paperless health records system. The plan should address issues such as staff training, equipment installation, hardware, software, implementation plan with time frames, on-going technical support, and ownership of the electronic health records during and upon termination of the contractual period.
12. To ensure the proposer's network is adequate to serve YS youth, the proposer should include written descriptions of the following:
 - Establishment of a network of regional and tertiary care settings for outpatient specialty services.
 - Establishment of a network of regional and tertiary care settings for inpatient care services.
 - Establishment of arrangements for local off-site emergency room services.
 - Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care

(not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement in on-site infirmaries, mid-level residential mental health treatment settings, and for acute care mental health treatment units.

- Management of a prior approval process for emergency travel within one business day, and that provides a clear process for dispute management.

13. The proposer should list its ability and expertise in the following:

- a) Recruitment practices (Proposer should include a description of recruiting capabilities and the proposer's ability to respond to acute recruitment needs prior to the start of the contract.)
- b) Equal employment opportunities
- c) Licensure/certification requirements
- d) Staff training and personnel development
- e) Orientation of new personnel
- f) Continuing education
- g) In-service training.

14. In addition to direct service provision, it is critical that the proposer's data and reporting systems allow the YS to monitor care delivery, contract compliance, and performance outcome measurements. The resulting contract(s) will specify performance criteria that must be met. Methods that result in cost-effective service provision are of particular interest, especially in the areas of transportation costs incurred for patient transport for off-site care and health record management.

YS has specific expectations regarding programming and delivery of health and mental health care services that are unique to the juvenile population. This section provides an overview of requirements that should be **specifically** addressed in the Proposal.

The juvenile facilities have smaller offender populations and approach treatment and programming utilizing an interdisciplinary treatment team model. This model requires a collaborative relationship to meet expectations for diagnosis; participation on treatment planning teams (creating and implementing Master Reintegration Plans); intensive levels of services; and a need for crisis intervention, therapy, and related activities. The following information identifies key expectations of services that the proposer should take into account in preparing their Proposal.

The small size of the juvenile facilities reduces resource flexibility, increasing the necessity for the health care administrator to address:

- Adequacy of hours and resources to meet all administrative requirements and of documentation to achieve and/or maintain accreditation

- Completion of required tracking for pharmacy, statistical reporting, bill review, and any other reporting requirements
- Completion of responsibilities for the Quality Assurance Program including conducting audits and tracking information
- Responsibility for orientation of contractor's employees and subcontractors
- Tailoring information requests and reports to reflect juvenile care delivery and emerging issues

Expectations of the health and mental health care delivery system include the following:

- Access to physicians, psychiatrists, and psychologists with experience in working with juvenile populations
- Availability of inpatient mental health beds for acutely mentally ill juvenile offenders
- Broad involvement of clinical staff in treatment planning and programming
- Major emphasis on training including hygiene and adolescent development, as well as more traditional health and mental health care education
- Recognition of and ability to respond to unique requirements of juvenile populations, including occasional therapeutic restraint usage and occasional involuntary medication
- Adequate hours allotted to manage medications including chart and medication reviews
- A back-up plan for coverage at intake facilities to meet rapid turnaround times at juvenile facilities
- Provision of on-site dental care including preventive services appropriate for adolescents
- Psychiatrist hours at juvenile facilities
- With the strong focus and emphasis on counseling services in the YS, the proposer's psychologists will require specific levels of involvement in the treatment process. Minimally, psychologists will be involved in the following areas:

Providing clinical oversight to Bachelor and Master level clinicians

Assisting in program development and evaluation

Providing direct services to youth with serious mental health needs

15. After reviewing the existing mental health care delivery process, the proposer should identify the services that will be provided for each facility, including the planned staffing pattern. If changes are contemplated, the proposer should highlight such changes and describe the reasoning behind them.

NOTE: Each of the above elements should be addressed separately

Pharmaceutical Vendor:

The proposer should provide the following information concerning the pharmaceutical vendor proposed to be used:

- Name of Vendor
- Location of Vendor's Parent Company
- Location of any branch or warehouse supplying medications to any Louisiana correctional facility
- Any company or corporation affiliation with the proposer

Timeline

A timeline for implementing health services in an efficient manner should be provided. The timeline should include, but not be limited to:

- a. Recruitment
- b. Utilization and case management assumptions
- c. Pharmacy inventory and start up
- d. Equipment inventory and start up
- e. Transfer of current personnel
- f. Start up and identification of Regional Office
- g. Staff training on employee issues

The timeline should utilize a start date of **July 1, 2013**, which is the anticipated beginning date of the contract.

If the proposer has suggestions regarding the current infirmity capacity of YS facilities, it would be appropriate to incorporate such comments in the work plan discussion of infirmity care.

5.5 Proposal Checklist

Requested document checklist: Please include with proposal a copy of the below checklist. Each attachment should be checked off on the checklist and included with proposal, if applicable.

- ☐ **MANDATORY** - Fully completed proposal with original signature of an authorized representative
- ☐ **MANDATORY** - Audited Financial Statement
- ☐ **MANDATORY** - Completed and signed Attachment II, Certification Statement
- ☐ Names and contact information of Board of Directors, if applicable.
- ☐ Organizational Chart
- ☐ Board Resolution, if applicable (See Attachment IV)
- ☐ Disclosure of Ownership, if applicable (See Attachment V)
- ☐ Certificate of Authority to do business in Louisiana, if applicable
- ☐ **MANDATORY** – Cost Information
- ☐ **MANDATORY** - Completed Attachment VII, Cost Proposal Summary

- ☐ Proof of certification as a Small Entrepreneurship or Veteran and/or proof of effort to use one or more certified Small Entrepreneurships as subcontractors, if applicable

All proposers are encouraged to use this checklist to ensure that all requested documentation is included with the proposal.

5.6 Cost Information

Provide the total cost (inclusive of travel and all project expenses). For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

A proposer's base cost score will be based on the cost information provided in Attachment VII:

$$BCS = (LPC/PC \times 25)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated

:

Note: The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

It is the intent of YS to acquire a complete and operational youth health services program. Any incidental health or dental items omitted from the specifications in the RFP may be provided as a part of the proposer's price in order to deliver a quality, working, comprehensive youth health services program that is in compliance with the specifications of this RFP. The proposer's youth health services program, curriculum, staff, and supplies, must be fully identified, described, and documented as required by the sections of this RFP.

A. Comprehensive Services

The facilities' population reported in Section 1.1 (Table 1.1) identifies both the estimated population (2012) and the facility's capacity. The Proposer shall use the facility's capacity numbers to determine the firm, fixed per-youth-per-day costs by facility, and when figuring population revenue adjustments.

1. The proposer's cost proposal must identify the firm, fixed per-youth-per-day (per capita) comprehensive price, for each year of the contract, for each of the facilities. The per capita price shall be all-inclusive. All staff, medical and office supplies, pharmaceutical costs, laboratory test, administrative overhead costs,

accreditation fees, treatment and related services fees, travel expenses, janitorial services on-site medical and office equipment needed in addition to existing equipment, travel expenses, electronic health records system, computer installations, software, and all other costs associated with providing all required services identified in the RFP must be included in the not to exceed firm, fixed, per capita price. The per capita price must also include the cost to assist with preparation for ACA accreditation and to take major responsibility for accreditation for the four secure facilities.

2. The proposer must also provide an hourly rate, per job title, for each job title included on the proposed staffing matrix/plan.
3. Although YS seeks an overall fixed price per-youth-per-day cost, proposers must provide a cost breakdown for off-site hospitalization, dental, substance abuse treatment services, ACA accreditation costs travel expenses, health care equipment, outpatient surgeries, pharmacy services, mental health services, electronic medical record system, telemedicine services, administrative overhead costs, and profit as it applies to the YS comprehensive contract. For hospitalizations and outpatient surgeries, proposers should refer to LA RS 15:831, medical care of inmates (youth). This information is needed for YS to examine the adequacy of the overall flat price.
4. The proposer must also provide population revenue adjustment prices. The proposer should use a separate sheet for each facility; identify population revenue adjustment by facility, on a per capita cost, based on the current population capacities identified in this RFP. Population revenue adjustments shall begin at ten percent (10%) over or under the facility, capacity established in this RFP, and shall identify any increased or decreased per-capita costs incrementally by ten percent (10%) up to one-hundred percent (100%). The adjustments shall be demonstrated in the cost proposal as being made to the 1/12 payments in the event the youth count increases or decreases.
5. Identification of Pharmacy Cost Although pharmacy costs shall be included in the per capita cost, the proposer must provide the following information:
 - a. Describe the expected percentages of payment regarding Wholesale Acquisition Cost or Acquisition Wholesale Price of Pharmaceuticals.
 - b. The estimated percentages of the overall pharmaceutical cost charges by pharmacy vendor to the proposer for the monthly administrative fee.
 - c. Identify in the Proposal what percentage of the comprehensive per capita price is dedicated to the total cost of pharmaceuticals.

The proposer shall use Attachment VII to provide these prices.

YS recognizes there are certain industry practices for service providers. However, YS encourages proposers to be as creative as possible regarding cost to YS, as cost efficiency for YS will be a consideration in determining how services will be awarded.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May be Required

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If presentations are held, information presented may be used to adjust the original scores. The proposal with the highest score shall be selected.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted in two phases – Proposal Evaluation (Phase 1) and Proposal Scoring (Phase 2).

In the Proposal evaluation phase, the committee will/may rate the Proposals submitted in response to this RFP based on the following, Phase One, mandatory criteria requirements and Phase Two, the weight assigned to each criterion:

Table 2 - Phase One:

Mandatory Requirements	Meets	Reject
Personnel Profile:		
Physicians		
Medical Director: Board eligible or		

Board certification pediatrics, adolescent; licensed in the State of Louisiana with no restrictions.		
Physicians: Board eligible or Board certification in family medicine, internal medicine, pediatrics, adolescent, or emergency medicine; licensed in the State of Louisiana with no restrictions.		
Nurse Administrators		
Twelve months experience functioning as part of a multi-disciplinary health care team		
Twelve months experience in a supervisory capacity at a clinical or health care facility		
Licensed to practice nursing in the State of Louisiana with no restrictions		
Staff Nurses		
Twelve months experience functioning as part of a multi-disciplinary health care team		
Licensed to practice nursing in the State of Louisiana with no restrictions		
Dentists		
Louisiana License in Dentistry with no restrictions		
Optometrists		
Louisiana License in Optometry with no restrictions		
Mid Levels		
Physician Assistants and Nurse Practitioners; licensed in the State of Louisiana with no restrictions		

Phase Two:

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total possible points score associated with each category is indicated following the category name (total maximum points = 100).

The evaluation team will use the evaluation criteria stated as follows but not limited to:

Table 3 - Sample Evaluation Scoring

CRITERIA	MAXIMUM SCORE
<p>1. Technical Proposal/Plan for Project Execution</p> <ul style="list-style-type: none"> • Methodology to accomplish tasks and project outlined in RFP • The program approach is described adequately and specifically addresses the needs of the population to be served. • Overall staffing patterns are conducive to achievement of specific goals, objectives and deliverables. • The program demonstrates an ability to achieve all specified outcomes for each scope of service. • Proposal includes an internal performance monitoring and program evaluation system to track the specified outcomes in each scope of service. • Adequacy and completeness of proposal • Response format as required by this Request • A Comprehensive Electronic Health Record • Experience working in Juvenile Correctional Facilities in the State of Louisiana 	30
<p>2. Qualifications of Personnel</p> <ul style="list-style-type: none"> • Qualified staff and staffing plan • Qualifications of staff are adequately described and are appropriate. • Job descriptions for all staff are included and clearly outline the responsibilities. • The organization has access to essential support services (administrative, fiscal, staff development) 	15
<p>3. S E Hudson Initiative</p> <ul style="list-style-type: none"> • See Section 5.2.1 	10
<p>4. Cost.</p> <ul style="list-style-type: none"> • Contractors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. 	25
<p>5. Financial</p> <ul style="list-style-type: none"> • Qualifications of the Proposer and Financial Stability 	20
<ul style="list-style-type: none"> • TOTAL SCORE 	100

Scoring will be based on a possible total of 100 points.

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

6.6 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) working days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor’s invoice if the services provided during the invoiced month have not been

provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will be held until satisfactory resolution has been made.

7.3 Confidentiality

Contractor shall abide by the Confidentiality Requirements listed in the Sample Contract and in Section 3.12 of YS Standard Operating Procedures.

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of Public Safety and Corrections,

ATTACHMENT I: SCOPE OF SERVICES

1. OVERVIEW

The purpose of this project is: This RFP solicits proposals from organizations with experience and expertise in providing health services to the Youth Services populations in secure facilities. The YS seeks to continue to deliver appropriate health and mental health care to juvenile offender populations in a cost- effective manner. The YS intent is to have all health services personnel provided by the successful respondent or respondents.

2. TASKS

This is a Request for Proposal (RFP) for health services to include medical, dental, mental health, and related support services for youth and a limited employee health program at YS' four (4) secure juvenile facilities (Bridge City, Jetson Center, Swanson and Columbia Centers for Youth).

If a suitable offer is made in response to this RFP, the YS may enter into a contract to have the selected Contractor(s) perform all of the work. The provision of services is primarily provided on-site at the four secure juvenile facilities. Specialized services will be provided through agreements with area providers such as hospitals, clinics, medical specialists, laboratories, and other specialized services.

3. DELIVERABLES

This section describes the Project and what the Contractor must do to complete the job satisfactorily. It also describes what the Contractor must deliver as part of the completed Project. The Contractor shall provide the services and perform the work as specified.

ON-SITE PATIENT SERVICES

The YS currently has primary health care clinics and inpatient infirmaries at the four secure facilities. Nursing care in the infirmaries shall be under the supervision of a registered nurse 24 hours a day. These units are not hospital units and cannot substitute for hospitals, but will meet the ACA standards. The Contractor is expected to manage these units and ensure that primary healthcare and infirmary care is available for all youth. Within security classifications, the Contractor will work with Classification Services to move youth between facilities when that will improve inpatient unit utilization. When existing infirmaries cannot provide necessary care (whether because of program characteristics, bed availability, or other reason) but outpatient care is not appropriate, the Contractor shall utilize off-site inpatient facilities. The infirmaries shall provide:

- convalescent care
- skilled nursing care
- pre and post-surgical management
- Limited acute care.

The Contractor is responsible for maintaining all infirmary equipment.

The Contractor shall assure that the following clinical services are maintained or implemented for the facility infirmaries:

- A physician appointed as the Medical Director shall be on call or available 24

hours a day, with a telephone response time of 20 minutes or less.

- A medical doctor, physician assistant, or nurse practitioner will make rounds on youth housed in the infirmary on their clinic days (patients who require more intensive care than can be provided by the existing coverage must be hospitalized and not maintained in infirmaries).
- Infirmary admission and discharge shall be upon the order of a physician, nurse practitioner, or physician assistant.
- The medical staff shall obtain and follow doctor's orders for youth housed in the infirmary. Any significant or sentinel event resulting with youth housed in the infirmary shall be reported to the YS Health Services Director immediately.
- Nursing rounds for youth housed in the infirmary will be, at a minimum, once a shift.
- The infirmary space and equipment shall be adequate and appropriately cleaned and maintained for the intended purposes.

If the Proposer has suggestions regarding the current infirmary capacity of YS facilities, it would be appropriate to incorporate such comments in the work plan discussion of infirmary care.

A. Receiving Health Screenings

Receiving and transfer screenings includes examination of a youth's physical, mental, and dental health which shall be performed on all youth upon their arrival at any of YS' four secured facilities. Transfer screenings are also required if the youth transfers from one secured facility to another.

The screenings will be in compliance with applicable YS Policies and Procedures and the ACA Standards and Expected Practices and Outcome Measures. Qualified licensed health professionals, i.e., registered nurses, nurse practitioners, or physician's assistants must perform the exam.

The preliminary health evaluation will include a review of the respective transferee's medical record from the transferring reception center, including:

1. Inquiry into:

- a. Current illness
- b. Communicable diseases
- c. Alcohol and chemical abuse history
- d. Medications currently being taken and special health care requirements
- e. Dental health status
- f. Chronic health problems
- g. Immunizations
- h. Dietary requirements
- i. Suicide risk

2. Observation of:
 - a. State of consciousness
 - b. Mental status (including suicidal ideation)
 - c. Appearance
 - d. Odd conduct, tremors, or sweating
 - e. Condition of skin and body orifices including signs of trauma, bruises, lesions, jaundice, rashes, and infestations, and needle marks or other indications of drug abuse.
3. Explanation of procedures for access to health and dental services.
4. Administration of TB test for youth.
5. Classification into one of the following categories;
 - Immediate emergency treatment needed,
 - Assignment to infirmary,
 - Referral to an appropriate alternative source of healthcare, or
 - Return to assigned housing at the facility.

The findings of the preliminary screening and evaluation will be documented in the youth's medical records. Additionally, transferred youth's initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.

Health care professionals shall refer youth exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.

Health care professionals shall refer youth presenting with significant clinical findings during the health screening process to the health care practitioner as necessary.

A review of the receiving and transfer process shall be required each month from each facility through one or more of the following processes; Contractor's reports to YS, YS Contract Monitoring staff review, and/or EHR data collection. YS shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

B. Health Appraisals and Assessments

- The Contractor's physician must complete a health appraisal within 72 hours after the youth's arrival at the secure facilities.
- The Contractor's physician must review the receiving screening.
- The Contractor's physician must complete a history and physical examination (to be done

when medically indicated) which must include:

- Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories
 - Record of height, weight, pulse, blood pressure (BP), and temperature
 - Vision and hearing screening
 - Complete medical examination with evaluation of basic mental health status and dental health status, referral if needed, and/or treatment when indicated
 - History of alcohol and/or substance abuse.
-
- The Contractor's physician must test for communicable diseases including, but not limited to, syphilis, gonorrhea, chlamydia, HIV, and TB through appropriate Clinical Laboratory Improvement Amendments (CLIA) waived testing devices and nationally certified laboratory/diagnostic centers.
 - The Contractor's physician must initiate and prescribe treatment, therapy, and/or referrals when appropriate.
 - The Contractor's physician must perform other tests and examinations as required and indicated, including physicals for work incentive youth and food handlers when necessary.

Information obtained during the health appraisal must be recorded on a form approved by YS Health Services Director. This information will be reviewed by the contractor's physician for problem identification and entered in the patient's permanent health record.

A review of the initial health appraisal process shall be required each month from each facility through one or more of the following processes: Contractor's reports to YS, YS Contract Monitoring staff review, and/or EHR data collection. YS shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

C. Health Call

The YS utilizes a written "Health Call – Sick Call request form" to permit youth to request health care services. These forms are collected and reviewed daily by professional nursing staff. Most health care request forms require a face-to-face meeting with professional staff, which must occur within one working day. After this, review youth are "triaged" to various health care professionals and/or provided with a written response appropriate to the described need and the existing health record information.

Referral from routine triage to other health care staff members is expected to occur within a reasonable time period. YS expect routine referrals to take place in a timely manner.

- From review of Health Call (all sick call) to face to face review (when indicated by routine health need) – no more than one working day.
- Referral to a practitioner for routine care – one working week or less.
- For review of HCRF routine dental request by dental professional – one working week or

less.

- For appointment for routine dental services – six working weeks or less.
- For review of routine HCRF by member of the mental health staff – one working week or less.
- For appointment for routine mental health services (psychiatrist, advanced practice nurse, psychologist, etc.) – two working weeks or less.
- For appointment to optometrists – within one month.
- For appointment to other on-site professionals – in a time frame appropriate to the patient need.

The Contractor is expected to meet these standards and to notify in writing the YS within one business day when a facility's waiting list exceeds them.

Daily Processing of Youth Health Complaints

Health complaints from youth must be processed at least daily and as follows:

- a. Health services providers personnel (physicians, physicians' assistants, or nurses) will review and act upon all complaints with referrals to other qualified health care personnel as required.
- b. The responsible physician will determine the appropriate triage mechanism to be utilized for specific categories of complaints.

Secure facilities will have at least three health call locations. One health call location should be in all housing unit / dormitories and dining halls. Health call forms should be available next to the secured health call box.

Nurse health call must be held at least five (5) times per week by a registered nurse(s) for each of the two facilities named in this RFP and must be accessible to all youth regardless of their secured status. (Note: RNs must do all health assessments)

D. Medication Administration

The contractor is responsible for the procurement, prescribing, and administration of medications in accordance with ordered or recommended dosage schedules, to document such provision, and to ensure that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Contractor shall manage the dispensed and stock supply medications to be in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, administering, and procuring pharmaceuticals.

E. Dental

The Contractor shall identify, plan, and provide for all on-site general dental services. The Contractor shall also provide on-site oral surgery services. The Contractor shall be responsible for dental emergencies per established medical protocol. The Contractor shall have a Dental Director responsible for providing clinical oversight regarding off-site dental referral services.

Dental services, at a minimum, will include the following:

1. Dental screenings conducted upon admission by a registered nurse
2. Dental examinations by a dentist within 14 days of admission for all newly admitted youth and on intersystem transfers, unless documentation of dental examination has been completed within the last six months, and diagnostics X-rays, (if not done within last 6 months) including the charting of decayed, missing and filled teeth, and a complete dental history
3. Preventive care by a dentist or dental trained personnel within 14 days of admission, unless documentation of dental-preventive care completed within the last six months.
4. Routine dental examination and preventive care annually unless required more frequently by ACA Standards.
5. Dental treatment provided according to the treatment plan, based upon established priorities that in the dentist's judgment are necessary for maintaining the youth's health status
6. Referrals to dental specialists as needed
7. Emergency dental care provisions.

F. Mental and Behavioral Health Services

The primary goal of mental health services is the treatment and management of those with serious mental illness. As mentioned above, with the establishment of a case management approach to youth confined at YS and the continuing emphasis on cognitive-behavioral interventions, YS anticipates that mental health professionals will be increasingly involved in planning and managing youth.

Some YS facilities are quite small and do not offer a large quantity of mental health services. Even at these facilities, an ability to provide crisis evaluation and intervention services must be established, utilizing on-site staff.

As the youth population may change, the Contractor should not assume that the current levels will be adequate to provide the care necessary in the future. The proposer should review current staffing patterns, populations, and programs, and provide its best estimate for a starting staffing plan. Any changes in service delivery patterns that the proposer contemplates should be described and highlighted, and the underlying reasoning defined.

The contractor should understand that adjustments in staffing may be necessary if the required work cannot be accomplished with the starting staffing levels. The Contractor should also be aware that lowered service levels associated with persistent vacancies in baseline staffing will be considered grounds for requiring that baseline staffing levels be increased.

After reviewing the existing mental health care delivery process, the Contractor should identify the services that the Contractor proposes for each facility, including the planned staffing pattern. If changes are contemplated, the Contractor should highlight such changes and describe the reasoning behind them.

Release of Youth with a Serious Mental Illness

Youth diagnosed with a serious mental illness must be identified during the pre-release planning;

contractor will ensure that the mental health professionals (MHP) work collaboratively with YS staff in formulating a discharge plan. Discharge planning shall also include providing youth currently taking psychotropic medication, with a month's supply, which should be provided at the time of release in conjunction with follow up care.

G. EKG Services

EKG services must be available at the facilities at all times. The Proposer shall include in its Proposal a description of the methods through which EKG services will be provided to each YS facility.

EKG services will have the following characteristics:

- A printed EKG will be available immediately and placed on the chart.
- Whether or not a computer interpretation is provided, all EKGs will be reviewed by a physician. A review by a cardiologist will be available upon request by the facility practitioner.
- EKG equipment will be properly and safely maintained.
- Physicians reading EKGs, unless Board Certified in cardiology must be privileged by the Contractor to perform this service. The privileging process must be described in the Proposal.

H. Laboratory Services

All laboratory and phlebotomy services must be provided for all YS youth and will be the responsibility of the Contractor. Laboratory specimens are to be collected by a qualified healthcare provider. Results must be placed in the youth's health record upon receipt and the Contractor's physician will review all normal and abnormal results. Contractor is responsible for phlebotomy personnel, laboratory services, and all related supplies.

I. Optometry Services

Optometry services **shall** be provided for all youth. Any exception to these requirements must be approved in advance by the YS. All optometric and optical services, including the cost of lenses, frames, and cases, will be the responsibility of the Contractor. The Proposal should describe how it will make optometry services available at each facility. All optometry services are the proposer's responsibility.

J. X-Ray Services

Contractor will be responsible for providing X-Ray services as medically necessary either on or off-site to complete evaluations.

OFF SITE PATIENT SERVICES

A. Inpatient Hospital Services

The Contractor shall obtain inpatient hospitalization services from the state's charity hospital system and/or the Office of Behavioral Health-Mental Health Services. When hospitalization of

a youth is required, the Contractor will be responsible for the arrangement and timely access to care. Where treatment by a state charity hospital is not available or feasible, the Youth may receive emergency treatment at the nearest private medical facility. As soon as practical, [the youth](#) should be transferred to a facility operated by the state's charity hospital system, as governed by LA RS 15:81.

Psychiatric care is part of this contract. In the event these services are not available through the Charity Hospital System within a reasonable geographic location from the secure facilities, the contractor shall seek out alternate private providers and enter agreements to acquire access to required specialty services.

The Contractor shall review the health status of youth admitted to outside hospitals daily to ensure that the duration of the hospitalization is no longer than medically indicated. Contractor shall provide each Director and the YS Health Services Director with a daily update/report of the health status of youth of all hospitalized youth from each facility.

Security coverage for inpatient services is the responsibility of YS. When a secure unit is not available, the following guidelines apply: At least one uniformed correctional officer is present with the youth for the duration of all hospital stays, and youth will wear restraints as determined by YS.

B. Specialty Care

When possible the Contractor shall make specialty care available on-site.

When this is not possible, the Contractor shall make referral arrangements with local specialists for the treatment of those youth with health care problems, which require services beyond what can be provided on-site. The Contractor shall coordinate such care by specialists and other service providers in the state. All outside referrals shall be coordinated with YS for security and transportation arrangements.

Whether health services are delivered on-site or off-site, appointments shall be timely based on the patient's needs.

YS prefer to minimize the need for youth to travel off-site. The implementation plan must describe how the Contractor will incorporate these expectations into the care delivery plan. Specialty referrals must be scheduled within five days and completed with thirty days from the date of referral.

YS requires the use of local charity hospitals for medical and specialty care provided off-site as per Louisiana RS 15:831 Medical Care of Inmates. In the event these services are not available through the Charity Hospital System within a reasonable geographic location from the secure facilities, the contractor shall seek out alternate private providers and enter agreements to acquire access to required specialty services.

OTHER SERVICES

Emergency Medical Services:

Comprehensive emergency services shall be provided to all youth in the YS. Contractor shall make provisions and be responsible for all costs for 24 hour emergency medical, mental health, and dental care, including but not limited to 24 hour on-call services.

Specialty Services/Referrals. As with hospital care, youth will periodically require the services of a medical or mental health specialist. The Contractor will be responsible for the arrangement and payment of all specialty care. It is strongly preferred that care be provided on-site (at the facility) when possible. If the Contractor cannot provide services on-site or locally and the Contractor requests YS to provide the service, the Contractor will remain financially responsible until the youth is officially transferred to another institution.

1. Contractor will make referral arrangements with medical specialists for treatment of youth whose treatment may extend beyond the scope of services provided by the Contractor's primary physician. The Contractor will pay all treatment expenses.
2. The cost of all youth's hospitalization outside facility will be the responsibility of the Contractor in compliance with the limits of established financial capitation per inmate per incident. Contractor must be able to provide documentation of costs of medical services provided outside of the facility.
3. All off-site non-emergency consultations must be recommended by the appropriate facility health care staff and reviewed and decided by the Contractor's utilization review process within 10 business days of the recommendation. **Each Contractor should include in its bid a description of its utilization review and approval process.**
4. The Contractor shall make referrals to appropriate community health settings and participate in the facility discharge planning process to promote continuity of care.

Below is a list of specialty services. Contractor(s) are advised that the services listed below must be made available under this Contract, but additional services may be required. YS prefers that the majority of the specialty services be performed off-site.

- Oral surgery
- Gastroenterology
- Surgical
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology

- Neurosurgery/Neurology
- Oncology
- Nephrology
- Dialysis services
- Endocrinology
- Infectious disease treatment
- Optometry
- Ophthalmology
- Respiratory therapy
- Cardiology
- Physical therapy
- Orthotics

Additional Services:

- Outside Hospitalization
- EKG services
- X-ray services/Ultrasounds/ and any other radiological services
- HIV care
- Dental services
- Vision services including vision testing, frames & glasses, and fitting
- Laboratory services including phlebotomist, laboratory diagnostic services, and supplies
- Pharmacy services including night drug cabinet
- On-site nursing staff
- Ambulance services (ground transportation) will be provided by the Contractor. All costs for ambulance services are the responsibility of the Contractor.
- Janitorial Services for the infirmary and office space occupied by the contractor at the facilities

YS requires the use of local charity hospitals for medical and specialty care provided off-site as per Louisiana RS 15:831 Medical Care of Inmates. In the event these services are not available through the Charity Hospital System within a reasonable geographic location from the secure facilities, the contractor shall seek out alternate private providers and enter agreements to acquire access to required specialty services.

Off-Site Transportation:

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the facilities as possible. We recognize that some off-site specialty visits are unavoidable and not controllable even by the Contractor; we also recognize that where the youth receives treatment is controllable by the Contractor. Therefore, the Contractor shall be required to pay the sum of \$200.00 per youth per trip over 30 miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from facility to the appointment site taking the most direct route.

Transportation of youth for off-site services or transfer to another YS facility shall be the responsibility of the YS except when transportation requires travel by ambulance or other life-support conveyance. When medically necessary the contractor shall provide ambulance service. Such ambulance and or advanced life services shall be by pre-arranged agreement. All costs related to these specialty transportation services are the responsibility of the Contractor.

Contract employees shall not provide personal transportation services to youth. Contract employees needing transportation to perform on-site health care related functions shall be allowed access and use of State vehicles with approval from the contracting authority and facility director. The Contractor shall provide YS with a written plan for emergency transportation/ambulance services and verification of automobile insurance for the provider of those services.

On-Site Transportation:

In all instances, the Contractor shall be responsible for health care services to those youth in transit between facilities and throughout the State while under contract with YS. The Contractor shall schedule services at YS facilities in coordination with the operating schedule of each facility. In the event of conflict between the Contractor's schedule and YS' schedule, the decision of YS regarding scheduling shall control and prevail.

Security:

YS shall provide security for the Contractor's staff while in the State facilities. The level of security provided shall be consistent with and according to the same standards of security afforded to the YS personnel.

YS shall provide security and security procedures to protect the Contractor's equipment as well as YS medical equipment. YS security procedures shall provide direction for the reasonably safe security management for transportation of pharmaceuticals, medical supplies, and equipment. The Contractor shall ensure that the Contractor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of youth.

YS shall provide adequate security coverage for all occupied infirmaries. YS shall provide security posts for clinic areas as necessary and determined through the facilities security staffing analysis and in coordination with the site health authority.

YS shall provide security escorts to and from clinic appointments whenever necessary as determined by security regulations and procedures outlined in YS's policies and procedures.

Emergency Services:

Emergency services are available on-site 24 hours per day, seven days per week. The Contractor is expected to make arrangements with appropriate community resources for required emergency services beyond on-site capabilities. In addition, the facilities must have access to 24/7 on call availability of physician, psychiatrist, psychologist, dentist, and health services administrator.

The on-call coverage shall be made available by the service contractor responsible for on-site services.

When emergent or urgent health problems are brought to the attention of facility personnel, health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services unit/infirmery for evaluation, or sending health services personnel to the patient's location. The Contractor must plan in advance the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.

Urgent and emergent problems include those which may result in death, loss of bodily function or a limb, deterioration of function, or severe pain if not attended to immediately as well as general medical, mental health, and dental issues. The Contractor must utilize ambulance transportation when simple automobile transportation is not in the best clinical interest of the patient. The Contractor is responsible for associated costs of all emergency or required medical transports.

Visitors, staff, volunteers, and other non-offender persons on-site at facilities must also be provided with emergency stabilization services and referral as appropriate by the Contractor. This includes evaluation of possible exposure incidents and initial management when they occur. The Contractor must incorporate in the implementation plan how emergency services, both on-site and off-site, will be delivered at each facility.

First Aid Kits, Automatic External Defibrillators (AEDs), and Protective Devices

The proposer shall maintain automated external defibrillator devices and first aid kits in each facility.

The Contractor will be responsible for providing and maintaining emergency first-aid kits in all housing areas, work sites, training areas, classrooms, and other areas designated by YS.

The Contractor will be responsible for providing and maintaining Automatic External Defibrillators (AEDs) in designated areas of the facility as determined by YS Health Services Director in conjunction with the Facility Director or designee.

The Contractor will supply all personnel who come in contact with youth with personal protective devices against all communicable diseases. The Contractor will be responsible to provide and maintain the Blood-borne Pathogen Personal Protection.

Physical Therapy/Occupational Therapy:

Physical and occupational therapy services necessary in the treatment of serious health conditions must be ordered by the Contractor's practitioners and provided by the Contractor. The Contractor shall make these services available on-site at the two (2) YS secure facilities.

Prosthetics/Orthotics:

The Contractor shall provide medically required prosthetics, orthotics, and other assistive devices necessary to carry out activities of daily living or as required by community care standards, as ordered by its physicians. Services shall include initial written evaluation, provision and fitting of the device and adjustment appointments as necessary. Contractor may repair (rather than replace) prosthetic devices when economically feasible to do so.

Ancillary Services:

The Contractor is responsible for the provision of all laboratory, diagnostic testing, X-rays, and other ancillary services as required and indicated by qualified health care personnel.

Pre-Release and Transfer Screening:

The health record of each youth must be reviewed before his release and a medical screening must be conducted when the “24 hours’ notice of release” is given.

A medical file review will also be conducted for each youth scheduled for transfer to other institution sites. The medical record or a copy of the record must be forwarded to the receiving institution at the time of transfer

Communicable Disease Control:

Communicable diseases must be monitored closely by all health staff. When communicable diseases are diagnosed, the Contractor must take proper precautions and promptly transmit the appropriate reports to the Louisiana Department of Health and notify YS Health Services Director. All Contractors employees and sub-contractors must provide documentation of Hepatitis B immunizations, and annual TB skin test clearance.

Infection Control Program:

Infectious diseases of special concern within an institutional setting include TB, Hepatitis B, Hepatitis C, Human Immunodeficiency Virus (HIV), gonorrhea, syphilis, chlamydia, influenza, and MRSA.

Other areas of concern include monitoring and management of nosocomial infection, both in inpatient units and in the general facility units, sterilization and sanitation practices (especially in dental departments), management of isolation activities, and kitchen sanitation (monitored but not managed by health care services). Infection control committees should meet regularly at each facility and report their findings through the Quality Assurance process.

The Contractor shall implement an infection control program, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines and OSHA regulations.

-Youth Immunization Program: The Contractor will administer a youth immunization program according to the recommendations by the Centers for Disease Control - Advisory Committee on Immunizations Practices.

- Tuberculosis: The Contractor will administer a tuberculosis control program according to the Centers for Disease Control recommended guidelines.

-Vaccines for Children: All YS juvenile facilities participate in the federal Vaccines for Children program. This program provides all vaccines used in the juvenile settings, including but not limited to HBV, at no cost to the YS. The Contractor's personnel must register for this program and participate in the Louisiana Immunizations Network for Kids.

Sexual Assault:

The Contractor shall follow and enforce YS policies which mandates reporting and treatment for abuse or neglect of all youth in the secure facilities. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as [42 USC § 15601](#).*

PREA establishes a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in YS facilities a top priority.

PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of federal, state, and local youth offenders.

YS require a Contractor that will comply with PREA standards in the delivery of medical and mental health treatment for sexual assault victims at each facility. The contractor will ensure access to Forensic Medical Examinations by a Sexual Assault Nurse Examiner (SANE) or Sexual Assault Forensic Examiner (SAFE) to perform the exams on-site or in the community.

Chronic Care Management:

When chronic diseases are identified during initial screening or during the course of incarceration, services necessary to manage the identified illness must be provided and documented. The Contractor shall identify a chronic disease management plan, from identification of the condition to treatment planning and ongoing care, based upon practitioner decision making and practitioner responsibility. For each major category of chronic disease, the Proposer shall identify a management plan including baseline information/assessment and periodic reviews. For each identified patient, the health record must reflect the identified chronic disease in an up to date problem list and an appropriate individualized treatment plan must be prepared under the practitioner's (usually the physician's) control. Nursing care plans may also be appropriate and should be present when necessary.

Interventions on behalf of those with chronic diseases must meet generally recognized standards of care inside and outside of the corrections community. When the [proposer](#) selects from conflicting standards, the Contractor must select the higher standard or must explain the selection to the satisfaction of the YS Director of Health Services. When outside specialty review is appropriate, it shall be provided in a timely manner consistent with the standards described

above.

When a youth with a chronic disease is released from a YS facility, the condition must be identified during the pre-release stage to identify community resources to meet the youth's health needs.

Nutrition and Medical Diets:

The Contractor shall provide nutritive supplements under the control of the Contractor's Medical Director (inclusive of all required and/or prescribed maintenance solutions and/or hyper-alimentation products) that are medically prescribed by a licensed physician.

Special diet orders are required to be written by health care practitioners. A standard special medical diet program is established between the health care contractor and food services. Any deviation from the special diet orders shall require written authorization from the Contractor's Medical Director.

General Pharmaceutical Services:

Provision of all prescription and non-prescription medications shall be the responsibility of the Contractor. All medications must be prescribed in accordance with State and federal regulations. All pharmaceuticals services must be at the direction of a licensed pharmacist.

The Contractor shall also provide all related packaging, inclusive of all packaging materials, supplies, distribution, and courier services.

The Contractor shall fill and deliver all medically prescribed non-emergency medications within 24 hours from the date the prescriptions are written and shall provide such medication continuously thereafter as prescribed. The Contractor shall fill and deliver all emergency prescription medications immediately.

The Contractor is responsible for maintaining an adequate supply of stock medications at each facility's drug room that can accommodate the majority of prescriptions ordered by the health care practitioner until the youth's medication card arrives. Stock medications shall be used whenever possible to cover the first 48 hours of the prescribed order.

The Contractor shall provide a plan to carry out pharmaceutical operations that include, but shall not be limited to:

1. Level of professional staff qualifications designated for Medication Administration in accordance with State of Louisiana and ACA Standards.
2. System for Administration
3. Controlled substances accountability
4. Medication administration record utilization
5. Monthly reports as to the number of prescriptions written, medications dispensed
6. Reporting of medication nursing errors

7. Medication pharmacy errors
8. Corrective action plans
9. Return and refund for unused medication
10. Emergency medication acquisition
11. Pharmacist consultation
12. Pharmacy inspections
13. Pharmacy medication education materials
14. Pharmacy inventory
15. Formulary
16. Pharmacy and Therapeutics Committee
17. DEA License verification
18. Institutional Drug Room License
19. Medication renewal tracking system
20. Drug storage and delivery services
21. IV Drugs
22. Accountability and destruction process
23. Stock medication supplies and approval
24. Back-up pharmacy services

Identification of Pharmacy Vendor:

The Contractor shall provide information regarding the pharmaceutical vendor the Contractor intends to utilize to service the YS population to include:

- a. Name of Vendor
- b. Location of Vendor's parent company
- c. Location of any branch or warehouse supplying medications to any Louisiana correctional facility
- d. Any company or corporation affiliation with the Contractor.

Identification of Pharmacy Cost

In the cost proposal, the price allocated to pharmacy should be identified as part of the comprehensive bid price. An explanation for the following charges to the Contractor for pharmaceuticals services should be included:

1. Describe the expected percentages of payment regarding Wholesale Acquisition Cost or Acquisition Wholesale Price of Pharmaceuticals.
2. The estimated percentages of the overall pharmaceutical cost charges by pharmacy vendor to the Contractor for the monthly administrative fee.
3. Identify in the Proposal what percentage of the comprehensive health care bid price is dedicated to the total cost of pharmaceuticals.

Health Care and Other Supplies:

The cost of all health care supplies, forms used by the Contractor, office equipment, office supplies used in conjunction with the delivery of health care services, youth health care records as approved by YS, books, periodicals, dentures, prosthetic devices, hearing aids, eye glasses, frames and cases, and immunizations costs for youth, will be the responsibility of the Contractor. All equipment and furnishings provided by the Contractor will be in good working order and will be repaired and maintained by the Contractor.

The Contractor and the preceding contractor will each inventory all consumable medical supplies on inventory at all YS facilities at or about the time of commencement of the Contract awarded pursuant to the RFP. Within the first 6 months after commencement of the Contract, YS shall receive a credit from the Contractor in an amount based on the actual cost of the consumable medical supplies on hand at the time of the commencement of the Contract.

YS will make available to the Contractor all State-owned medical equipment and all furnishings in medical areas, which are in place at the time of commencement of the Contract. YS and the Contractor shall inventory all such equipment and furnishings at the time of commencement of the Contract, and YS shall retain ownership of all such equipment and furnishings. The Contractor will be responsible for the maintenance and repair of the State-owned equipment and will be responsible for acquiring and maintaining all certification on all medical equipment. The Contractor shall provide to each YS facility the certifications on all medical equipment at the facility. This equipment, upon termination of the contract, shall be returned to the State in good working order and repair.

The Contractor may not replace any medical or administrative equipment or furnishings that would result in a cost to YS without submitting a justification to, and obtaining the approval of, YS for the replacement. Replacement of any State equipment must be at least equal in quality to the equipment being replaced. YS will not be responsible for additional equipment that the Contractor feels is necessary to provide the services under the Contract. The Contractor will agree that any equipment purchased by the Contractor under the Contract will become the property of YS after three years of continuous provision of services by the Contractor from the date of equipment installation. For equipment with less than three years of continuous provision of services, the Contractor agrees to allow YS to purchase the equipment from the Contractor at its depreciated cost at the time of termination of the Contract. The Contractor must provide annually to the YS an inventory, by facility, of all medical and administrative equipment owned by the Contractor and located at the facility. The Contractor shall furnish all necessary medication carts and medication storage systems.

5. TECHNICAL REQUIREMENTS:

1. All required services will be provided by and contracted through the Contractor.
2. The Contractor must have a physician(s) on staff at each facility with previous documented experience in pediatrics, internal medicine, family medicine, or emergency

medicine. YS prefer this physician have experience in treating youth on-site at a correctional facility.

3. The Contractor will implement an orderly ramp up transition to assure the State uninterrupted delivery of services. The Contractor will develop a transition plan immediately after award and final approval from YS.
4. The Contractor will be responsible for the cost of disposal of all bio-hazardous waste produced in the care, diagnosis, and treatment of youth.

Standards:

All health care services defined by this Contract must be provided in accordance with American Correctional Association Juvenile Healthcare Performance-Based Standards and Expected Practices and YS standards, regulations, and policies, and regulations, policies, and administrative rules of the two facilities.

Computer and Information Systems:

The Contractor must have an automated, integrated tracking and reporting system. The Contractor must provide all computer equipment, technical, and clerical support necessary to support the automated, integrated tracking and reporting system.

Quality Assurance Committee:

The State and the Contractor shall participate in quality assurance committees at the facility and central office levels. These committees will monitor the health services provided, including the performance of facility level quality assurance committees.

YS' Central Office Quality Assurance Committee shall consider the quality of results from health services audits, whether carried out by outside agencies such as the ACA or by YS staff. The YS Health Services will carry out outcome based quality of care audits and case reviews. The Contractor medical and nursing directors shall participate in and contribute to this audit process. Quarterly administrative meetings shall be held to review the monthly statistical reports, environmental and administrative concerns at the facility. Quarterly administrative meetings shall include representation from various departments to include: Facility Director and/or designee, Security Staff, Mental Health, Case Management, Investigative Services, Treatment Director, and YS Health Services Director.

The Contractor shall prepare and participate in external reviews, inspections, and audits as requested and shall participate in the preparation of responses to internal or external inquiries, letters, or critiques. The Contractor shall develop and implement peer review and plans to address or correct identified deficiencies.

Health Care Staff:

The health services Contractor shall conduct monthly health care staff meetings at all YS facilities. The health services Contractor must maintain minutes of the staff meetings and submit them to the YS Health Services Director for review.

Infection Control Committee:

The Infection Control Committee shall monitor surveillance on communicable diseases of concern (see above), the occurrence and control of nosocomial infections, sterilization, and sanitation practices in the health care unit, control of any unexpected communicable diseases within the facility, and other infection-related issues that may arise. The Infection Control Committee shall meet at least quarterly.

Peer Review Committee:

Each facility shall develop a Peer Review Committee (PRC). The PRC shall be a subcommittee of the Quality Assurance Committee and shall insure that all professionals have their work reviewed annually. Findings shall be reported to and reviewed by the Quality Assurance Committees.

6. ADMINISTRATIVE REQUIREMENTS:**Staff Education:**

All professional/clinical staff must work only in conjunction with appropriate licensure and/or certification for the service being provided. The Contractor is expected to verify credentials and current licensure and provide evidence of such to the YS Health Services Director prior to assignment of individuals to a work location. If licensure or certification is dependent upon continuing education, the Contractor is responsible to assure conformity with such requirements. In addition, accrediting agencies require that such credentials and licensure be maintained in the facility where the individual professional is performing service.

The Contractor's nurses must be provided with a physical assessment training program designed to prepare them for their correctional responsibilities. If the Contractor wishes, a privileging program may exempt individual nurses who have demonstrated competence in advance of undergoing such training. If the Contractor wishes to use this exemption, this shall be addressed explicitly in the bid.

When/if it is determined that performance is not meeting current YS, licensure, or community standards of practice, it is incumbent on the Contractor to identify such individuals to the YS Health Services Director and provide a plan of corrective action designed to either upgrade individual performance or to discontinue the delivery of service by the individual until there is assurance that satisfactory performance can once again be provided.

YS maintains a training division which has developed specific training standards and procedures. All Contractor-provided employees are expected to comply with these procedures and standards.

A new employee orientation will be provided for contract employees (contractor employees); on-site at facilities where service is being provided. No employee is permitted to begin providing services without first having received this new employee orientation in addition to the orientation to the specific facility where service is being provided. Records of this training and orientation must be maintained.

Staff Orientation:

The Contractor is responsible for ensuring that all new health care personnel are provided with orientation regarding health practices on-site at each facility. Orientation regarding the operations of other facilities will be the responsibility of each facility. It is the responsibility of the Contractor to provide the names of all new personnel to the Director/designee of all new health care personnel for the facilities' new employee orientation training. This pre-service training should take place within the first week of a new hire.

Staff Training:

The Contractor's staff will participate in up to one-and-a-half weeks of pre-service training and up to one-and-a-half weeks of on-site orientation to include pharmacy and lab in-services, health services overview, and the integration of the Contractor's and YS Policies and Procedures.

All health care staff will receive in-service training. Selected topics that require staff training will be identified on an on-going basis.

Staffing Requirements – Administrative:

- The Contractor's staff will implement policies, procedures, and protocols for the health services and staff as designed and approved by YS.
- The Contractor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Facility's Director or the Director's designee.
- The Contractor must ensure that the health care status of youth admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
- The Contractor must ensure that its staff documents all health care contacts in the proper Health record format.
- Physicians shall function within their respective scope of practice as outlined in the Louisiana State Board of Medical Examiners.
- Registered nurses shall function within the scope of practice of nursing for a registered nurse as set forth in Louisiana Law and in the rules of the Louisiana Board of Nursing.

Medical Disaster Plan:

In concert with YS, the Contractor will develop a system for the delivery of health services in the event of a disaster, such as epidemic, riot, strike, fire, tornado, or other acts of God (contract may be amended to [include additional costs](#)). Development of the health services disaster plan will start when the Contractor initiates youth health services and must be completed no later than one (1) month later.

The health care disaster plan must include the following:

1. Communications system
2. Recall of key staff
3. Assignment of health care staff
4. Establishment of a triage area
5. Triage procedures
6. Health records - identification of injured
7. Use of ambulance services
8. Transfer of injured to local hospitals
9. Evacuation procedures (coordinated with security personnel)
10. Back-up plan
11. Use of emergency equipment and supplies
12. Practice drill

Physician Provider Base:

The Contractor must have an established physician provider base.

Health Education:

As part of primary health care, health education services will be an important and required component of the total health care delivery system. Health education includes youth and staff education.

1. Staff education must include routine in-service education for:
 - A. First aid training, cardio pulmonary resuscitation (CPR) certification training
 - B. AED Training for selected staff
 - C. Sprains
 - D. Psychotic behavior
 - E. Casts
 - F. Seizures
 - G. Minor burns
 - H. Dependency on drugs
 - I. Health seminar
 - J. Lifts and carries
 - K. Suicide prevention and Emergency Response Training
 - L. Mandatory annual in-service for all institutional staff on communicable diseases

- M. Mandatory annual TB testing for all institutional staff.
- N. Universal Precautions

These programs are to be offered twice yearly, at a minimum, with the capacity of at least 12 participants per session. This training is not to be designed to take the place of any medical services offered by the Contractor, but to augment the medical services provided by the Contractor in the event of an emergency.

2. Youth education must include topics such as:

- A. Care of minor skin wounds
- B. Diabetes
- C. Personal hygiene
- D. Exercise
- E. Heart disease
- F. Hypertension
- G. Infection control for kitchen workers
- H. Adolescent development
- I. Sexually transmitted diseases, including chlamydia, genital herpes, genital warts, gonorrhea, syphilis
- J. Smoking and your lungs
- K. Stress management.
- L. Universal Precautions

Administration:

The Contractor(s) must provide for the clinical and managerial administration of the health care program and attend institutional and administrative meetings.

Support Services:

The Contractor(s) must manage and support the program it proposes.

Staffing Plan:

The Contractor(s) must provide a staffing plan that identifies all personnel required to perform the services and responsibilities on the Project. Louisiana YS shall have the right to approve key contractor's personnel. And such approval shall not be unreasonably withheld or delayed to include the following positions:

- a. Health Services Administrator
- b. Medical Director
- c. Mental Health Supervisor

YS seeks a staffing plan that matches the proposed key personnel and qualifications to the activities and tasks that will be adequate to fulfill the scope of services.

The Contractor(s) is also required to:

1. Submit a detailed staffing plan showing the number of staff and number of hours/days proposed in meeting the work requirements.
2. Provide a proposed table of organization governing on-site operations at YS' two secure facilities. The table must reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site.
3. Describe past and current ability to plan and staff a program of similar scope.
4. Include a list of job titles for the clinical and support staff members. The Contractor(s) will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience. The Contractor(s) must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services.
5. The qualifications of Contractor(s) personnel are material to the YS' evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor(s) is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at a later date.

Solutions for Staffing (Clinical, Administrative, and Personnel Services):

The Contractor(s) must submit solutions for staffing the following areas:

- **Clinical.** Required personnel to provide services listed in this RFP must be provided on a staffing matrix to be submitted with this RFP in an attachment. Any and all clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practice as defined by Louisiana and federal laws.
- **Administrative.** In addition to the above named staff, the Contractor(s) shall supply adequate supervisory staff to ensure oversight of the activities of the program staff and to serve as a liaison to the YS Health Services Director and Facility Staff. The nature and qualifications of the staff designated as administrative must be delineated in the proposal.
- **Personnel Services.** In this section, the Contractor(s) must list its ability and expertise in the following topics:
 - a. Recruitment practices, capabilities, especially at the time of contract start-up
 - b. Equal employment opportunities
 - c. Licensure/certification requirements
 - d. Staff training and personnel development
 - e. Orientation of new personnel

- f. Continuing education
- g. In-service training.

Work Plan:

YS encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor(s) must do to complete the Project satisfactorily. To this end, the Contractor(s) must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Contractor(s) knowledge and approach. Specifically, the Contractor(s) must fully describe its approach, methods, and specific work steps for doing the Work and producing the Deliverables. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done well. The Contractor(s) must also provide a complete and detailed description of the way it will do the Work that addresses the areas of concern identified below.

YS seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Contractor(s) would be prepared to quickly undertake and successfully complete the required tasks. The Contractor(s) work plan should clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan should be consistent with the Work plan). After award, the Work Plan will become the Contractor(s) master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan must be as complete as possible at the time of submission. It must:

1. Describe the Contractor(s) proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
2. Describe the methodologies, process, and procedures the Contractor(s) proposed organization(s) would follow to do the Work.
3. Define the Contractor(s) quality review process and describe how communication and status review will be conducted between all parties.
4. Describe the Work reporting procedures required for the successful completion of the Work.
5. Address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

NOTE: Each of the above elements must be addressed separately and tabbed individually.

Operation and Implementation Plan:

Contractors must have all required services and staffing in place at the start of the contract and submit a plan of operation and implementation with a projected time line with the response to this RFP.

The Contractor shall establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, network management, pharmacy, electronic medical record, and any claims management services for all facilities within the YS. The program is to meet constitutional and community standards, the standards of the American Correctional Association, Louisiana Statutes, and applicable policies, procedures, and directives regarding the provision of health services in YS. YS policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.

The Contractor must understand that the facilities are first charged with the responsibility for maintaining custody and security for youth. Therefore, the YS retain authority to assign youth to the most appropriate facility regardless of the preference of the Contractor.

Any person performing work under the contract(s) agrees to adhere to all YS procedures, policies, and codes of conduct concerning fraternization and contact with youth. The Contractor shall ensure compliance with all applicable statutes, promulgated rules, and administrative directives pertaining to the delivery of health care services. The Contractor shall not employ health care professionals whose licenses or certifications restrict them from working inside correctional facilities.

The Contractor agrees at all times to comply with and observe all state laws and YS policies and procedures which are in effect during the period of the contract that may affect services or its conduct.

Off-Site Provider Network:

To ensure the Proposer's network is adequate to serve YS youth, the Proposer will include written descriptions of the following:

- Establishment of a network of regional and tertiary care settings for outpatient specialty services.
- Establishment of a network of regional and tertiary care settings for inpatient care services.
- Establishment of arrangements for local off-site emergency room services.
- Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (including mental health care when off-site inpatient mental health care placement is necessary), for placement at area hospitals, for placement at Departmental mid-level residential mental health treatment settings, and for placement at acute care mental health treatment units.
- Management of a prior approval process that typically completes generation of an approval or disapproval within 24 hours, provides retrospective approval of emergency travel within one business day, and provides a clear process for dispute management.

Utilization Management (UM) Program:

The Contractor must manage provision of services so as to avoid unnecessary off-site travel while insuring that necessary consultations and off-site services are provided. The [proposer](#) must describe, in detail, the process and criteria used in the Utilization Management Program.

The proposer requests for off formulary medication usage (formulary exception process). At a minimum, the following information must be provided to the YS:

- Monthly UM reports by facility identifying Youth ID, name, diagnosis, requested service (referral, on-site service, off formulary medication, etc), approval or alternative action, and reason.
- Monthly report of alternative actions, by facility with full copies of all associated review materials. If the alternative action process has included conversations not reduced to writing, a summary of the information discussed in the phone conversation shall be included with the material describing the individual case.
- The YS Health Services Director shall be informed of alternative actions and discuss resultant concerns with the Contractor's medical director. If agreement cannot be reached, the YS Health Services Director's opinion shall prevail.
- YS requires that waiting lists be monitored through the quality assurance process. The YS expects the Proposer to comply with the following maximum waiting periods (and reserves the right to establish additional maximums or modifications when necessary to assure good care):
 - From review of Health Care Request Form (HCRF) to face to face review (when indicated by routine health need) – no more than one working day.
 - Referral to a practitioner for routine care – one working week or less.
 - For review of HCRF routine dental request by dental professional – one working week or less.
 - For review of routine HCRF by member of the mental health staff – one working week or less.
 - For appointment for routine mental health services (psychiatrist, advanced practice nurse, psychologist, etc.) – two working weeks or less.
 - For appointment for routine eye examination with optometrists – within one month.
 - To other on-site professionals – in a time frame appropriate to the patient need.

The Contractor is expected to meet these standards and to notify the YS within one business day in writing when a facility's waiting list exceeds them.

YS reserves the right to require the Contractor to secure additional resources at either facility, if necessary, to reduce the youths' appointment waiting time to an acceptable duration.

Oversight and Coordination:

The proposer shall describe how the program will be managed.

Quality Assurance Program:

The Contractor shall describe how it will implement and maintain a continuous quality improvement program (Quality Assurance Program) that incorporates clinical and non-clinical findings from the quality assurance committees and management reports. In addition, the program shall include review of critical incidents based upon frequency of occurrence and severity of impact. For example, a mortality review shall be conducted after any death and the

findings communicated immediately to YS Central Office.

Proposers should define their peer review process, its purpose, and how the results will be shared with YS Central Office.

Medical and Nursing Services:

Whenever possible, services will be provided on-site at the health services unit (HSU). Depending upon the type and size of the HSU, various services will be provided on-site, consistent with service availability and economies of scale. (Note: Infirmary Services)

YS utilizes a written health care request form to permit youth to request health care services. These forms are collected daily and reviewed by professional nursing staff. After this review, youth are triaged to various health care professionals or provided with a written response appropriate to the described need and the existing health record information.

Reception and Transfer Screening:

The delivery of healthcare for youth is initiated at the point of arrival or entry into the facility, at such time the intake health appraisal, dental and mental health screenings are completed. Youth are received at either of the two secure facilities

Receiving screening shall include:

- Initial Mental health screening
- Intake health appraisal
-

Transfer screening occurs each time a youth transfers between YS facilities. The screening includes brief review of the health record and a face to face interview with the offender. The transfer screening must incorporate review of the problem list, treatment plan, tuberculosis (TB) screen, age appropriate interventions, medication review, review of special needs, and any other unique aspects of care. Orders and medications issued at one facility are considered valid at all facilities unless specifically discontinued by an authorized prescriber at the receiving facility.

The purpose of the transfer screen is to create a check and balance system designed to maintain a youth specific appropriate continuum of care. When the nurse's transfer screen identifies a problem or a question, consultation with the practitioner – either on site or on call – should occur immediately. This process is similar to the required immediate review that should occur upon return from any outside medical facility.

An explanation of procedures for accessing health and dental services shall be provided to youth verbally and in writing upon their arrival to the facility. The Contractor shall develop a procedure to ensure the transfer of pertinent medical information to emergency facilities, outside specialty consultants, and for youth who are transferred to other state facilities.

When youth are transferred to other YS facilities, the medical record shall be transferred with them in a sealed container marked confidential unless there is an electronic health record that will be available at the receiving facility.

Service Lists Upon Transfer between Facilities:

The Contractor must develop a procedure to ensure that adequate communication occurs between health professionals to assure continuity of care. Youth on a service list at his former facility shall be prioritized for services based on need and seen timely at the new facility. In the work plan, the Proposer should describe the process that will be used so that service list status “follows” the youth to the new facility.

Periodic Health Screening:

The Contractor will provide annual health screening in accordance with YS directives. This includes “A” and “B” recommendations by the United States Preventive Services Task Force as modified for correctional application, and includes review of problem lists and treatment plans for completeness and appropriateness. At certain points during confinement, charts must be reviewed to insure that necessary services are being provided.

Employee Health:

The expectations of the Contracted Healthcare Provider in the employee health program include:

- Urine Drug Screening (Pre-employment, Random, and Probable Cause)
- TB Skin Testing (Pre-employment and Annual)
- Breath Alcohol Testing
- Pre-employment physical examinations for direct care workers
- Immediate response and referrals for medical emergencies at the facility
- Appropriate documentation and completion of records and forms (actual records are maintained in a separate file by the YS human resources offices)

Youth Health Education:

General health education must be offered to youth. Topics shall include, but not necessarily be limited to: nutrition, sexually transmitted diseases, infectious diseases such as TB, Hepatitis C, Hepatitis B, and HIV, smoking, chronic disease, and oral health. The proposal shall describe the manner in which youth health education will be provided.

Health Call:

Health call is a system that allows ambulatory youth with health care concerns or requests to receive medical evaluation and treatment in a clinical setting for non-emergency illness or injury. The health call shall be conducted by an on-site registered nurse, mid-level practitioner, or physician and shall include diagnosis, treatment, and referral services as appropriate. In conducting health call, health care staff may utilize triage protocols and shall ensure that all appropriate assessment, treatment, and follow-up care are provided. All youth are to be seen at health call for initial review within 24 hours of their submission of a request for health services. All youth, regardless of housing areas, shall have access to health call and receive an assessment performed by the nursing staff and appointments scheduled with practitioners based upon the

nurse's assessment. Nursing staff shall work within their scope of practice according to the Louisiana State Board of Nurses.

Technical Requirements

Health/Medical Record:

The YS desires a paperless health record. Contractors are encouraged to submit proposals that include paperless health records.

The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

All youth must have a health record that is kept up to date at all times, and that complies with problem-oriented health record format and ACA standards. The record must accompany the youth at all health encounters and will be forwarded to the appropriate facility in the event the inmate is transferred. All procedures concerning confidentiality must be followed.

All health/medical records both electronic and paper remain the property of YS upon termination of the contract.

Health/Medical Records, at a minimum, contain the following information:

1. The completed receiving screening form
2. Health appraisal data forms
3. All findings, diagnoses, treatments, dispositions
4. Prescribed medications and their administration
5. Lab and X-ray reports
6. Notes concerning patient's education as required in paragraph entitled, "Health Education"
7. Records and written reports concerning injuries sustained prior to admission
8. Signature and title of documenter
9. Consent and refusal forms;
10. Release of information forms (signed, if required by YS)
11. Place, date, and time of health encounters
12. Discharge summary of hospitalizations
13. Health service reports, e.g. dental, psychiatric, and other consultations.

Informed consent standards apply to all examinations, treatments, and procedures.

All entries must be maintained in a manner consistent with SOAP charting.

All health care records are the property of YS and shall remain with YS upon termination of the contract. The Contractor must follow all YS policies and procedures relating to access to and confidentiality of the health care records. Upon request, the Contractor will supply YS any and all records in the contractor's possession. A record of all services provided off-grounds must be incorporated into each youth health care record. All prior health care records must be

incorporated into each youth health care record.

The Contractor shall ensure that its personnel document in the youth's health record all health care contacts in the proper format in accordance with standard health practice, ACA Standards, and any relevant YS policies and procedures.

The Contractor shall be responsible for the orderly maintenance and timely filing of all health information. The Contractor is prohibited from destroying, eliminating, or removing health information from the health/medical records.

The Contractor shall comply with HIPAA in every respect.

Length of Retention Period

1. Unless otherwise specifically governed by YS policies and procedures, all health records shall be kept for a period of seven (7) years or for the period for which records of the same type must be retained by the State pursuant to statute, whichever is longer. All retention periods start on the first day after termination of the contract.
2. If any litigation, claim, negotiation, audit, or other action involving the records referred to has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the period specified for, whichever is later.
3. In order to avoid duplicate record keeping, YS may make special arrangements with the Contractor for YS to retain any records which are needed for joint use. YS may accept transfer of records to its custody when it determines that the records possess long-term retention value.
4. When records are transferred to or maintained by YS, the retention requirements of this paragraph are not applicable to the Contractor.

Telemedicine:

YS desire to use interactive audio-visual technology ("telemedicine") at all of its secure facilities. The goals in using telemedicine will be to improve youth's access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of transportation. The Contractor shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by YS.

The Contractor will be responsible for the cost of the consultations provided by telemedicine. Contractor will be responsible for the costs associated with acquiring the necessary telemedicine equipment at the institutions and maintaining the telemedicine communication system and equipment. YS will be responsible for paying for all telemedicine service line charges for calls related to provision of health care to YS's youth.

Project:

The YS shall ensure compliance with all applicable statutes, policies and procedures, and administrative directives pertaining to the delivery of health care services.

Health care is provided according to standards of care for juvenile populations. In juvenile facilities, health care is provided as part of a collaborative continuum of care that includes treatment teams, intensive case management, and a therapeutic environment focused on rehabilitation and habilitation.

In addition to direct service provision, it is critical that the Proposer implement data and reporting systems that allow the YS to monitor care delivery, contract compliance, and performance outcome measurements. The resulting contract will specify performance criteria that must be met. Methods that result in cost-effective service provision are of particular interest, especially in the areas of transportation costs incurred for patient transport for off-site care and health record management.

In this RFP, YS will separate the services into on-site medical, mental/behavioral health, and dental services; off-site services and utilization management; pharmacy services; electronic health records and ACA accreditation. Proposers will be expected to supply all personnel necessary to achieve the results of this RFP.

The YS has specific expectations regarding programming and delivery of health and mental health care services that are unique to the juvenile population. This section provides an overview of requirements that must be **specifically** addressed in the Contractor's Proposal.

The juvenile facilities have smaller juvenile populations and approach treatment and programming utilizing an interdisciplinary treatment team model. This model requires; a collaborative relationship, participation on treatment planning teams (creating and implementing Master Reintegration Plans), intensive levels of services, and a need for crisis intervention, therapy, and related activities.

The following information identifies key considerations of services that the Contractor must take into account in preparing their Proposal.

- The small size of the four juvenile facilities reduces resource flexibility, increasing the necessity for the health care administrator to address:
- Adequacy of hours and resources to meet all administrative requirements and of documentation to achieve and/or maintain accreditation
- Completion of required tracking for pharmacy, statistical reporting, bill review, and any other reporting requirements
- Completion of responsibilities for the Quality Assurance Program including conducting audits and tracking information
- Responsibility for orientation of Contractor employees and subcontractors
- Tailoring information requests and reports to reflect juvenile care delivery and emerging

issues

- Expectations of the health and mental health care delivery system include the following:
- Access to physicians, psychiatrists, and psychologists with experience in working with juvenile populations
- Availability of inpatient mental health beds for acutely mentally ill juvenile offenders
- Broad involvement of clinical staff in treatment planning and programming
- Major emphasis on training including hygiene and adolescent development, as well as more traditional health and mental health care education
- Recognition of and ability to respond to unique requirements of juvenile populations, including occasional therapeutic restraint usage and occasional involuntary medication
- Adequate hours allotted to manage medications including chart and medication reviews
- A back-up plan for coverage at intake facilities to meet rapid turnaround times at juvenile facilities
- Provision of on-site dental care including preventive services appropriate for adolescents
- Psychiatrist hours at each juvenile facility
- With the strong focus and emphasis on counseling services in the YS, the Proposer's psychologists will require specific levels of involvement in the treatment process. Minimally, psychologists will be involved in the following areas:
 - a. Providing clinical oversight to Bachelor and Master level clinicians
 - b. Assisting in program development and evaluation
 - c. Serving as a training resource for facilities
 - d. Providing direct services to youth with serious mental health needs
- The Proposer must demonstrate the ability to provide a system of technical and medical support, as well as professional staff development.
- The Proposer must demonstrate recruiting and retention capabilities.
- The Proposer must have experience with proven effectiveness in administering a correctional health program in a correctional facility for youth.
- The Proposer must demonstrate the ability for processing and handling bill payment services with a history of timely bill payments to current subcontractors and contractors.
- The Proposer must demonstrate recent experience in achieving and maintain ACA accreditation in correctional facilities.
- The Proposer must identify all current contracts.
- The Proposer must include a description of all legal action -- pending or in the past five years -- that resulted in a decision against the Proposer, or any legal action against any other company that has occurred as a result of business association with a Contractor.
- Identify contracts that the Proposer has terminated in the last three (3) years.

EVALUATION OF PERFORMANCE

All work performed under this Contract will be reviewed on a continual basis by the YS Health Services Director, and the Facility Director of YS four (4) secure facilities. A program overview meeting shall be held monthly with the director or the director's designee and the on-site program administrator. This overview shall, at a minimum, include any medical and managerial problems, and services being provided to achieve the program goals and objectives. The

Contractor will be required to attend any relevant institutional and statewide meetings.

The Contractor must maintain regular communication with the facilities' administration and actively cooperate in all matters pertaining to this Contract. The Contractor will provide a monthly report on: overages; vacancies; youth who are approaching or who have exceeded the medical expenditure cap; YS monthly health care services; monthly staffing, including vacancies and health staff disciplinary actions; and any other reports YS needs. The Contractor will provide a quarterly report as requested by the YS Health Services Director.

Contractor must hold periodic meetings (at least once per quarter) between YS officials, facility staff, and appropriate contractual personnel to review significant issues and changes, and to provide feedback or corrective actions relative to the quality assurance/action program so that any deficiencies or recommendations may be addressed.

Service Delivery Monitoring:

The YS Health Services Director will be the liaison to the Contractor to monitor service delivery, and to ensure that the services are coordinated. The proposer's Health Services Administrator will give monthly progress reports to the YS Health Services Director.

The Contractor must maintain regular communication with the Facility Director and actively cooperate in all matters pertaining to this Contract.

Performance Indicators and Monitoring Criteria:

The YS Health Services Director will monitor the Contractor's performance in a continuous and ongoing effort to ensure compliance with requirements of the contract. These requirements and/or expectations will be based on the current ACA Standards, the youth health services RFP specifications, and the current YS policies and procedures. The Contractor will provide YS with all medical, dental, and mental health records; logbooks; staffing charts; time reports; offender grievances; and other requested documents required to assess the Contractor's performance. Actual performance will be compared with pre-established performance criteria. An audit by YS may be performed as often as quarterly at each institution and will be scheduled in advance. Final performance criteria will be developed to reflect the specific area of service provided by the responsible Contractor. The following is a summary of general indicators. These indicators do not represent the complete description of the Contractor's responsibility.

Medical Services:

- Access to care
- Continuity of care
- Problem list and treatment plan completion
- Secondary care consults
- Documentation of care
- Chronic care clinics
- Responsiveness to referral needs

Utilization Management:

- Timely access to care, both on- and off-site
- Access to off-site care from regional providers
- Accurate utilization data/reports
- Accurate data regarding serious medical conditions being treated and regarding serious disabilities present in the offender population
- Availability of diagnostic and treatment data
- Development, availability, and maintenance of specialty service contracts
- Utilization and trending reports regarding off-site secondary care services

Mental Health Services:

- Access to care
- Treatment plan completion
- Documentation of care
- Order and review of diagnostic labs
- Continuity of care
- Credentialing and licensure of professional staff

Staffing Standards:

- Staffing reports, including vacancies by shift and facility
- Management of credentialing process
- Management of privileging process
- Peer review of all professionals
- Management of staff training

Pharmacy Services:

- Utilization data/reports
- Satisfactory performance on consultant pharmacist and other audits
- Accurate filling of medication prescriptions and timely delivery (generally at one day turn-around to receipt when the daily stop-time is observed, and arrangements for immediate filling when ordered by the prescriber)
- Completeness of medication error reporting

Administrative Responsibilities:

- Timely and accurate response to inquiries
- Critical incident reporting and investigation
- Management of quality improvement process
- Timely provision of Corrective Action Plans
- Cooperation with contract monitoring and Quarterly HS Auditing
- Convening Quarterly Administrative Meetings

The Contractor shall identify a plan, and is responsible to meet all criteria outlined in this section. Should YS develop the capacity to collect this data electronically; the contractor will be required to participate in this process.

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in the contract and all other applicable standards in accordance with YS Policies. YS will conduct regular site visits, including annual assessments of contract performance and compliance. Contractor will be notified in writing of any issues of non-compliance and will be given a time frame to create and implement a corrective action plan.

Contractor shall have an opportunity to review and respond to the Contract Monitor's findings of non-performance within ten (10) days of receipt of the written notice.

Corrective actions shall be completed within the time frame given, unless the contractor has contested and submitted an objection to the findings in writing to the Deputy Secretary as stated above.

YS and the contractor will establish a committee to review problems relating to nonperformance other than failure to attain and maintain ACA accreditation. This committee will be empowered to assess damages to the contractor, and will consist of the YS Health Services Director, Undersecretary, and Deputy Assistant Secretary in charge of Operations. The Contractor will be permitted to have two representatives on the committee. An appeal of decisions rendered by this committee shall be heard by the YS Deputy Secretary, whose decision shall be considered final. This committee will meet upon request of YS Health Services Director.

SPECIAL/MANDATORY REQUIREMENTS

- A. The contractor will be expected to begin provision of services within 45 days of receipt of the fully executed contract.
- B. If it is determined by YS that contractor was responsible for the facility's failure to receive accreditation, liquidated damages will be assessed against the Contractor. Upon achieving accreditation, Contractor is required to conform to the ACA standards for the duration of the contract by maintaining current compliance files.
- C. The Contractor shall provide services in accordance with the American Correctional association (ACA) Performance Based Standards and Expected Practices and prevailing community standards of care professional practices.
- D. The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA as they currently exist and/or may be amended. In addition, the Contractor shall comply with all established policies outlined in the YS Internal Management Policies and Procedures Manuals as they currently exist and /or

may be amended.

- E. The Contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet the Clinical Practice Guidelines established by national criteria and/or internally developed by the YS Director of Health Services.

FISCAL CONSIDERATION/PAYMENT

Payment for services will be on a per diem basis, as more fully detailed in Attachment III. Sample Contract, Section 3.1 Payment Terms.

Continued funding of the contract will be contingent upon appropriation of funds by the Louisiana legislature, as more fully described in Attachment III Sample Contract, Section 4.3 Termination for Non-Appropriation of Funds.

ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 21 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____day of 20__, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Provide professional consulting service for the evaluation and selection of RFP bid submissions for comprehensive health, mental health and dental services to youth; to assist with negotiation of contract with selected vendor; and to provide expertise and assistance with the transition between providers.

1.2 STATEMENT OF WORK

*{Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}
– See Attachment I: Scope of Services*

1.3 PREA COMPLIANCE

Prison Rape Elimination Act (PREA)

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs /Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" YS will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and YS Policies may result in termination of the contract.

1.4 GOALS AND OBJECTIVES

Contractor works with YS' Director of Health Services and staff to evaluate RFP bid submissions for comprehensive health, mental and dental services for youth in YS' secure care facilities (electronic communication and review).

Contractor will be on-site at YS' headquarters and facilities for approximately 3 days for vendor presentations and site visits.

Contractor provides feedback, guidance and advice with regard to selection of vendor(s) to provide comprehensive health, mental health and dental services for youth in YS' secure care facilities (electronic communication and conference calls).

Contractor will be on-site at YS' headquarters for up to 3 days for negotiation of contract with selected vendor (on-site, one to three days).

Contractor will support YS Director of Health Services with development of a transition plan collaborating with the new vendor and the actual transition between providers (electronic communication).

Contractor will be present on agreed upon Start Date to oversee transition (onsite, up to five days). Contractor must be on-site for last day of existing contract and first day of new contract.

Contractor will be available for transition period as needed for up to twelve months to review transition/progress (electronic communication, conference calls, potential on-site).

1.5 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

- Contractor will be present for approximately 3 days for vendor presentations and site visits.
- Contractor provides feedback, guidance and advice with regard to selection of vendor(s) to provide comprehensive health, mental health and dental services for youth in YS' secure care facilities (electronic communication and conference calls).
- Contractor will be on-site at YS' headquarters for up to 3 days for negotiation of contract with selected vendor (on-site, one to three days).
- Contractor will support YS Director of Health Services with development of a transition plan collaborating with the new vendor and the actual transition between providers (electronic communication).
- Contractor will be present on the Start Date to oversee transition (onsite, up to five days). Contractor must be on-site for last day of existing contract and first day of new vendor's contract.
- Contractor will be available for transition period as needed for up to twelve months to review new vendor transition/progress (electronic communication, conference calls, potential on-site).

Should YS develop the capacity to collect this data electronically; the contractor will be required to participate in this process.

1.6 *Non-Performance*

YS shall provide immediate written notification to the contracted healthcare provider for non-performance issues relating to the failure to access timely alternative sources of healthcare

(offsite specialty clinics, hospitalizations, etc.). The contracted healthcare provider will have 14 days from the date of notice in which to cure non-performance.

In the event YS has to pay for alternative sources of healthcare due to non-performance by the contracted healthcare provider, a deduction shall be taken from the monthly invoice submitted during the month of non-performance occurrence. The deducted amount will be limited to the amount that YS paid for services.

1.7 MONITORING PLAN

The YS Director of Health Services will monitor the services provided by the **contractor** and the expenditure of funds under this contract. The YS Director of Health Services will be primarily responsible for the day-to-day contact with the **contractor** and day-to-day monitoring of the **contractor's** performance. The monitoring plan is the following:

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in the contract and all other applicable standards in accordance with YS Policies. YS will monitor reports and other indicia of performance against the specific goals and objectives as stated in the RFP with a benchmark of deliverables to be determined prior to contract issuance.

Performance Indicators and Monitoring Criteria The state will monitor the vendor's performance in a continuous and ongoing effort to ensure compliance with requirements of the contract. These requirements and/or expectations will be based on the current ACA Standards for Health Care Performance Based Standards and Expected Practices, the offender health services RFP specifications and the current LA OJJ Policies and Procedures. The Contractor will provide the LA OJJ with all medical, dental and mental health records; logbooks; staffing charts; time reports; offender grievances; and other requested documents required to assess the vendor's performance. Actual performance will be compared with pre-established performance criteria. An audit by the OJJ Health Authority may be performed as often as quarterly at each secure facility.

Final performance criteria will be developed to reflect the specific area of service provided by the responsible contractor. The following is a summary of general indicators. These indicators do not represent the complete description of the Contractor's responsibility. Monetary amounts will be established and assigned to each criterion as an adjustment to compensation that can be assessed against the Contractor as liquidated damages for substandard or non-performance with amounts and levels of compliance to be negotiated as part of the contract. Potential performance criteria include the following:

Medical Services

- Access to care
- Continuity of care
- Problem list and treatment plan completion
- Secondary care consults
- Documentation of care
- Chronic care clinics
- Responsiveness to referral needs

- Review of and response to offsite specialty and hospital information, and abnormal diagnostic lab reports

Utilization Management

- Timely access to care, both on- and off-site
- Access to off-site care from regional providers
- Accurate utilization data/reports
- Accurate data regarding serious medical conditions being treated and regarding serious disabilities present in the offender population
- Availability of diagnostic and treatment data
- Development, availability and maintenance of specialty service contracts
- Utilization and trending reports regarding off-site secondary care services

Mental Health Services

- Access to care
- Treatment plan completion
- Documentation of care
- Order and review of diagnostic labs
- Continuity of care
- Credentialing and licensure of professional staff contractor's performance.

1.8 LIQUIDATED DAMAGES

ACA Accreditation:

The contractor(s) will incur liquidated damages of \$25,000 per facility per episode, if it is determined by the LA OJJ that the contractor(s) was responsible for the failure to receive accreditation. The LA OJJ anticipates that all facilities will attain and maintain ACA accreditation throughout the duration of the contract. The LA OJJ encourages contractors to use mock assessments or partial mock assessments prior to on-site ACA accreditation assessments being conducted.

1.9 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.9.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.10 SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel

become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of ____years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES *{This information should be tailored to the specific state resources to be furnished for this contract.}*

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of (Name of Designee).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users

from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. {Rework this}

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration, shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the

paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14 INSURANCE (Agencies should discuss with ORM any specific insurance requirements and amend this section to meet their needs.)

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In

case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

18 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

19 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

ATTACHMENT IV: SAMPLE BOARD RESOLUTION

MEETING OF THE BOARD OF DIRECTORS OF (CORPORATION'S NAME)

A meeting of the Board of Directors of (CORPORATION'S NAME) was held on (DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE CORPORATION) by his signature, to enter into any and all contractual obligations on behalf of this corporation.

Secretary/Chairman

ATTACHMENT V: DISCLOSURE OF OWNERSHIP

(SECRETARY OF STATE)

Instructions:

- This form (obtainable through the Secretary of State website) is to be used when an existing corporation intends to contract with the state. This requirement does not apply to nonprofit corporations organized on a non-stock basis, any agreement entered between the state and a corporation for electric or gas service, publicly traded corporations, or state chartered banks
 - You will receive a copy marked Received and filed by the Secretary of State. You may furnish a photo- copy of the filed form to the appropriate state agency.

This form must be completed and filed with the Secretary of State, Corporations Division, unless you meet one of the following exemptions:

- ☐ PRIVATE, NON-PROFIT CORPORATION
- ☐ LIMITED LIABILITY CORPORATION (LLC)

To file a Disclosure of Ownership with the Louisiana Secretary of State, you must complete the attached Form 320; enclose filing fee payable to the Secretary of State and mail to the Corporations Division, P. O. Box 94125, Baton Rouge, LA 70804-9125.

The phone number for further information is 225-925-4704

Disclosure of Ownership Form may be obtained by downloading from the Secretary of State's Office at www.sos.louisiana.gov/comm/cforms/f-320.pdf.

ATTACHMENT VI: COST PROPOSAL

The RFP divides the request for proposal of services into comprehensive services and alternative services. The Proposer's cost proposals must identify both the firm; fixed per-youth-per-day comprehensive bid price as well as a separate bid price for each of the alternative services. Each service should be broken down and totaled for a fixed price per-day-per youth.

In each of the four facilities, the estimated population for 2013 is noted in this RFP (Background Section). The Contractor shall use the YS's total estimated youth population to determine the firm, fixed per-youth-per-day costs by the facilities. (Proposers may use each facility capacity numbers to determine firm, fixed per-youth-per-day costs and when figuring population revenue adjustments.)

YS welcomes cost-saving recommendations from Proposers as alternatives that reduce costs while maintaining quality health care standards. While YS will not accept caps on the Contractor's liability for hospitalization or any other service portion of this comprehensive bid price, any Proposer wanting to provide information on alternative services and alternative pricing, such as capped services, shall do so on a separate alternative pricing form. These alternatives shall be treated as other alternative proposals during the evaluation process. The Proposal shall not be negatively impacted during the evaluation if the YS do not agree with the recommendations, unless the Proposer has based its Proposal on these recommended changes.

A Proposer may submit more than one cost proposal for alternative services. Proposals may be in an abbreviated form following the same format as the primary Proposal, providing only that information that differs from primary Proposals. Each Alternative proposal must be clearly separated and identified as an alternative proposal.

Although, the YS seeks an overall flat price, Proposers must provide a breakdown for off-site hospitalization/outpatient surgeries, pharmacy services, mental health services, substance abuse treatment services, ACA accreditation costs, telemedicine costs, administrative costs, overhead, all health services categories spelled out in this RFP, and profit as it applies to the YS comprehensive contract.

Population revenue adjustments are explained in Cost Proposal, Attachment VII of this RFP. Using a separate sheet for each facility, Proposers must identify population revenue adjustments, by facility, on a per capita charge, based on the current population capacities identified in this RFP. Population revenue adjustments shall begin at 10% over or under the facility capacity established by this RFP, and shall identify any increase or decreased per-capita incrementally by 10% up to 100%. These adjustments should be reflected in the cost proposal as a 1/12 payments in the event the youth count increases or decreases depending on the shift in youth capacity. The Contractor shall identify any adjustments to the base contracted amounts for population increases and/or decreases. Adjustments to the amounts specified in this contract shall be made in the event the youth count increases or decreases at any given facility more than percentage increments set forth in the cost proposal.

No adjustments shall be made until the population exceeds ten percent (10%) above the stated operating facility capacity. The adjustments shall continue until the youth count returns to within ten percent (10%) of the capacity level. In the event the youth count reaches the twenty percent (20%) level, the thirty percent (30%) level, and so on (in increments of ten percent [10%]; the adjustment for the percentage rate shall apply.

Population revenue due to increase shall be considered full compensation and the only payment for all youth services for those youth over the facility capacity. Population revenue increases are in no way related to monies owed for youth counted within the facility capacity.

Payments to the Contractor for population increases shall be made at fifty percent (50%) of the specified total until a modified staffing pattern is agreed upon by YS and the Contractor. Prior to payment, the Contractor shall provide a written staff analysis to YS with every incremental increase in population that would result in a payment to the Contractor. A justification of the proposed staffing plan and any plan for increase in staffing shall be submitted to YS within 30 days of the population increase. YS shall review and determine appropriateness of the plan within thirty (30) days of receipt of the plan. Rejection of the plan by YS may require additional planning by the Contractor.

Population increase revenue payments by YS to the Contractor are considered comprehensive and shall include all costs to provide health care needs to the youth, including but not limited to:

- a. Staffing
- b. Supplies
- c. Pharmaceutical costs
- d. Administrative overhead costs
- e. Treatment and related services

Deductions for population reductions shall be made at 100% effective the date the decrease occurs.

Any future consolidation or separation of any current facility shall not affect the duty of the Contractor to provide services pursuant to this Contract in the same manner as through the consolidation or separation had not occurred. Expansion of capacities at existing facilities shall not be interpreted as a new facility.

In the event that YS elects to add new facilities to the Youth Services system, the parties shall negotiate the compensation and staffing levels for each facility, provided YS elects to contract for health care services at any such facility.

YS requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 90 days from the Proposal due date as well as any extensions agreed to in the course of contract negotiations.

YS recognizes there are certain industry practices for service providers. However, the department encourages respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a Contract(s) will be awarded based on responses to the RFP and the selection of a service provider(s).

The following assumptions should be made for all per diem per youth fees developed and presented by Proposer.

- The Contractor will incorporate in per diem the ACA accreditation fees. The Contractor will assist with preparation for ACA accreditation and take major responsibility for accreditation for the two secure facilities (BCCY and JCY).
- The Pricing Matrix for this RFP should include per diem per youth fees for the proposed category (s) of service, as well as the inclusive per diem fee if all categories were awarded to a single respondent, if applicable. If other combinations of categories would result in cost savings (e.g., an award of medical services and mental health services without pharmacy and dental services) that information should be included in the comment sheet that follows the Summary Pricing Matrix. The following describes the Pricing Matrix worksheets and how they should be completed by respondents addressing one or more categories of service:
- Summary Pricing Matrix: A Pricing Matrix worksheet should be submitted for every respondent and all figures will calculate automatically from the detailed pricing matrices by category of service. On a separate page, the Contractor can include comments regarding assumptions in pricing or other comments that the respondent wishes to provide. PLEASE NOTE: The respondent may choose to provide comments on the Summary Pricing Matrix regarding proposed caps on specified services (i.e., aggregate or “per case” caps for off-site care, pharmacy, and/or another risk sharing mechanism proposed by the respondent) that would lead to savings in per diem per youth fees.
- Should the proposer choose to do so, the comments on the Summary Pricing Matrix should describe the proposed caps in detail, as well as state the resulting per diem per youth fee, should the caps be imposed. The YS would expect these caps to represent the Contractor’s best estimate of what the actual costs for the relevant service would be for the year. These proposed caps will not be considered during scoring of Proposals; however, they may be taken into consideration during contract negotiations.
- Medical Services: Those respondents that propose to offer medical services (alone, or in combination with other services) must complete a Pricing Matrix worksheet.
- Mental Health Services: Those respondents that propose to offer mental health services (alone, or in combination with other services) must complete a Pricing Matrix worksheet.

- Pharmacy Services: Those respondents that propose to offer pharmacy services (alone, or in combination with other services) must complete a Pricing Matrix worksheet.
- Dental Services: Those respondents that propose to offer dental services (alone, or in combination with other services) must complete a Pricing Matrix worksheet.
- Electronic Health Record: Those respondents that propose to offer an electronic health record (alone, or in combination with other services) must complete a Pricing Matrix worksheet. (See below for additional information.)

On-Site Medical Services

- All health services personnel not limited to medical, dental, and mental health care.
- All other therapeutic and diagnostic ancillary services including laboratory; X-ray, nuclear medicine, and other imaging modalities; EKG; EEG; and dialysis
- All on-site emergency room, outpatient, and inpatient (infirmary) care
- All medical on-site specialty referrals (and initiation of off-site referrals)
- Physical therapy and occupational therapy
- All health related and assistive devices
- Hearing screening and diagnostic services necessary to identify and treat serious hearing impairment
- All optometry and podiatry services

On-Site Mental/Behavioral Health Services

- All psychiatric and mental health services
- All mental health emergency room, outpatient, and inpatient hospital care
- All mental health on or off-site specialty referrals
- Therapeutic and diagnostic ancillary services as listed under “Medical Services” when these are ordered as part of the mental health delivery process

On-Site Dental Services (for all facilities)

- All dental services and supplies

Pharmacy Services

- All prescription medications
- Over-the-counter medications to treat serious medical problems

Health Record Services

- Development, implementation/installation, and maintenance of a paperless health record OR Management of a hard-copy health record
- Training of Contractor and YS staff as necessary
- Associated supplies and equipment

Network and Utilization Management Services

- Establishment of a network of regional and tertiary care settings for outpatient specialty services.

- Establishment of a network of regional and tertiary care settings for inpatient care services.
- Establishment of arrangements for local off-site emergency room services.
- Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement at Departmental infirmaries, for placement at Departmental mid-level residential mental health treatment settings, and for placement at Departmental acute care mental health treatment units.
- Management of a prior approval process that typically completes generation of an approval or disapproval within 24 hours that provides retrospective approval of emergency travel within one business day and that provides a clear process for dispute management.

Other Costs Across Service Categories

The Contractor is responsible for the following costs:

- All costs for medical/surgical and office supplies
- All costs for on-site medical and office equipment that are needed in addition to existing equipment
- Other costs not specifically identified but commonly associated with delivery of necessary health services
- Computer installations, software, etc. required for health services use.

The cost proposal must be signed by the person authorized to bind the proposing organization as indicated in the Board Resolution in order to be considered.

I understand that if I am awarded a contract agreement as a result of this proposal, I will be required to provide these services at the above quoted rate for the first three (3) years of the contract. YS reserve the right to renegotiate the per diem if the option to renew is exercised. The renegotiation is at the option of YS. The rate of increase for each year of the renewal shall not exceed the average of the change in the Consumer Price Index during the initial three-year contract.

Proposer's Signature

Date

ATTACHMENT VII. COST PROPOSAL SUMMARY

Comprehensive Health Care Cost Proposal By Facility

Proposer shall provide an **annual price (total cost)** that covers comprehensive **per-youth-per-day costs (per capita)** by facility for all health care services to inmates:

Facility Name	FY 2014	FY 2015	FY 2016	FY	FY			
Bridge City Center for Youth (BCCY)	Per capita	Per capita	Per capita	Per capita	Per capita			
	Total Cost:	Total Cost:	Total Cost:	Total Cost:	Total Cost:			
Jetson Center for Youth (JCY)	Per capita	Per capita	Per capita	Per capita	Per capita			
	Total Cost:	Total Cost:	Total Cost:	Total Cost:	Total Cost:			
Swanson Center for Youth (SCY)	Per capita	Per capita	Per capita	Per capita	Per capita			
	Total Cost:	Total Cost:	Total Cost:	Total Cost:	Total Cost:			
Columbia Center for Youth (CCY)	Per capita	Per capita	Per capita	Per capita	Per capita			

	Total Cost:	Total Cost:	Total Cost:	Total Cost:	Total Cost:			
--	----------------	----------------	----------------	----------------	----------------	--	--	--

COMPREHENSIVE COST PROPOSAL

HEALTH CARE SERVICE CATEGORY IDENTIFICATION

Each of these health care service categories shall be included in the comprehensive bid price.

Project the total cost for each health care service category:

Comprehensive Break Down by Service Center	FY 2014	FY 2015	FY 2016	FY	FY	Total
Hospitalization						
Pharmacy						
Telemedicine						
Mental Health						
Health Care Equipment Fund						
Electronic Medical Records						
Dental						
Contract Staff Education Fund						
Administrative Overhead						
Profit						

***Contract Proposal
Alternative Pricing Sheet***

Alternative pricing as outlined in this RFP:

Alternative	FY 2014	FY 2015	FY 2016	FY	FY	FY	FY	FY	TOTAL
ADL Unit									
Pharmacy									
EHR									
Alternative									
Alternative									
Alternative									
Alternative									

**COMPREHENSIVE HEALTH SERVICES POPULATION REVENUE ADJUSTMENT
PER CAPITA - BY FACILITY
INCREASE**

(Vendor will need to include this page separately for each facility and each fiscal year
FY: _____

FACILITY: _____

Per-Inmate-Per-Day Base Cost: _____

Total: _____

POPULATION INCREASE % AMOUNT	INCREASE PER CAPITA
10% _____	\$
20% _____	\$
30% _____	\$
40% _____	\$
50% _____	\$
60% _____	\$
70% _____	\$
80% _____	\$
90% _____	\$
100% _____	\$

COMPREHENSIVE HEALTH SERVICES POPULATION REVENUE ADJUSTMENT
PER CAPITA - BY FACILITY
DECREASE

(Vendor will need to include this page separately for each facility and each fiscal year)

FY: _____

FACILITY: _____

Per-Inmate-Per-Day Base Cost: _____ **Total:** _____

POPULATION DECREASE % AMOUNT	DECREASE PER CAPITA
_____ 10% _____	\$
_____ 20% _____	\$
_____ 30% _____	\$
_____ 40% _____	\$
_____ 50% _____	\$
_____ 60% _____	\$
_____ 70% _____	\$
_____ 80% _____	\$
_____ 90% _____	\$
_____ 100% _____	\$